

PART C: RESIDENTIAL AREA COVENANTS

C-1. BUILDING REQUIREMENTS: No lot or parcel of land within this subdivision shall be used except solely and exclusively for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height, with private, architecturally conforming, garage or carport for not more than three cars, which garage or carport shall be attached or made a part of the dwelling house. Dwelling shall have a minimum of 1300 square feet of living area measured from the inside surface of the walls, exclusive of garages, carports, cages, porches, except that smaller dwellings of exceptional design may be approved by the Association.

C-2. USE: No trailer, vehicle, tent, shack, garage, barn or other outbuilding, and no temporary structure shall be used for dwelling purposes. No residence shall be occupied until the exterior of such dwelling shall be fully completed, which shall be accomplished in no more than six months from the start of construction. Necessary sheds may be temporarily maintained during construction of a dwelling, but shall be promptly removed upon completion of such dwelling and, in any event, within one month after construction is completed. If for any reason construction is halted, all construction sheds and equipment shall be promptly removed.

C-3. SETBACK LINES: No building or any part thereof shall be constructed upon any of the lots in this subdivision unless such building shall be set back a minimum of 30 feet from the front and back lot lines. Where the front or back lot line is not a straight line, the construction setback shall be 30 feet back at all points from the platted lot line. No building façade shall be erected nearer than 15 feet from any side lot line. In cases of exceptional house design or lot shape, and with written approval of the Association, the screened area of a dwelling or pool may be located a minimum of 20 feet from the seawall. If the owner of any two or more adjacent lots shall construct a dwelling upon more than one such lot, the whole shall be considered together as one plot or building site.

C-4. VARIANCES: In cases of lots whose side lot lines are not parallel or whose front or back lot lines are not straight lines, or of lots abutting property that is zoned for other than single family dwellings, variances to the construction setback restrictions may be granted by a 2/3 majority vote of the Board of Directors of the Association after taking into consideration any comments of the surrounding Siesta Isles lot owners.

C-5. BUILDING PLANS – APPROVAL: No building shall be erected, placed or altered upon any lot until the construction plans and specifications and plot plan therefore have been approved by the Association, its agents or its successors. Upon approval of such plans and specifications and plot plan, a building permit will be issued by the Association, its successors or assigns, with no charge. Such written permit shall be posted in a conspicuous manner on the property. The Association or its duly appointed agents shall be granted access to any construction in progress for the purposes of inspection. The Association shall not be liable in damages to anyone submitting plans for approval or to any owner of land covered by this instrument by reason of mistake in judgment, negligence, or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans.

In the event the Association or its agents fail to approve or disapprove design or location of buildings within thirty (30) days after complete plans and specifications have been submitted to the Association, this covenant will be deemed to have been complied with.

C-6. EASEMENTS: A 5' utility easement exists along the side or rear lines of all lots for underground and overhead utilities, surface drainage and for any purpose consistent with good practice for the development of this property. Where more than one lot is used as a building site, only the outside boundaries of said building site shall carry said easements.

C-7. UNSIGHTLY OBJECTS: No weeds, underbrush, unsightly growths or structures shall be permitted to grow or remain upon the property covered by these covenants. No fences shall be constructed or plantings maintained on any lots so as to obstruct the view at any street intersection, thereby creating a hazard. In the event that the owner of any lot or lots, whether or not built upon, shall fail or refuse to keep the premises free of weeds, underbrush or refuse piles, then the Association, its successors or assigns, may enter upon said lot or lots and remove such refuse or mow or cut such weeds or underbrush and charge the owner for such services and such entry on the part of the Association, its successors or assigns, shall not be deemed a trespass. Outside clotheslines shall be located within areas screened by plantings or ventilated structures. All garbage or trash containers, oil tanks and bottled gas tanks, pool filters and heaters on all lots must be underground or placed in enclosed areas so they will not be visible from either the street or adjoining properties.

C-8. NUISANCES: No trade and no noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C-9. SIGNS: No sign of any kind shall be displayed to the public view on any lot in this subdivision, except that one sign not more than 4 square feet may be displayed for the purpose of advertising the property for sale or rental, or to be used by a builder to advertise the property during construction and sale for a reasonable period of time, which time may be determined by the Association. Signs must be removed immediately upon the sale or rental of the property.

C-10. ANIMALS: No animals, livestock or poultry of any kind shall be bred, raised or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and are restricted as required by the laws of Sarasota County.

C-11. CANALS AND SEAWALLS: All owners of property in this subdivision and their invitees are hereby granted the right and license to use the canal system for private and recreational purposes, subject to, and consistent with, any reasonable regulations which the Association or its successors or assigns may from time to time adopt. No commercial use whatever shall be made of the canals. No docks, wharves or boathouses that obstruct the view of the canal itself shall be permitted at any time. No one shall be permitted to dispose of any waste, sewage or trash in the canals, or to use such canals in any way as to be harmful to any neighboring property. It shall be the responsibility of the owner of a lot abutting the canal to maintain the seawall bordering his property.

C-12. HEDGES AND FENCES: No fence, hedge or other enclosure of any kind shall be constructed, grown or maintained, which is located between the street and the front setback lines of any lot. No wall or fence is to be constructed over 4 feet in height nor closer to the front lot line than 30 feet. Any such fence which is established must either be by vegetation or be an open mesh and no solid walls shall be permitted under any circumstances. Any hedge must be planted 2 feet inside the side or back line of lot. No Australian pines shall be planted or allowed to grow on any lot. The Association may, on written request, grant such departures from the above as it deems appropriate.

C-13. NO RE-SUBDIVISION: No roadways shall be constructed within the bounds of any lot. No lot or group of lots herein described shall be re-subdivided, except, however, an owner of more than one adjoining lot may sell part of one lot to the owner of the adjoining lot, but by so doing the remaining part of the lot will then become part of said owner's next adjoining lot and the balance will have to be sold as one tract.

C-14. No vehicle used for commercial purposes shall be regularly parked on any lot or driveway. Anyone owning or using a commercial vehicle, boat, boat trailer, truck, trade van, or recreational vehicle must garage said vehicle in a garage or carport.

PART D

D-1. REMEDIES FOR VIOLATION: If the parties hereto or any of the or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in this sub-division or the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing and/or recover damages or other dues for such violation.

D-2. COVENANTS AND RESTRICTIONS – WHO IS BOUND: All the covenants and restrictions herein shall run with the land and be binding upon the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties hereto, and that the word “owner” when used herein shall include the singular and plural, and the masculine, feminine and neuter genders whenever and wherever the context so admits and requires.

D-3. INVALIDATION: Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in force and effect.

D-4. TERM OF RESTRICTIONS: These restrictions shall remain in force and effect for a period of ten (10) years from February 28, 1978, and shall thereafter automatically and by the terms hereof be extended and continued for successive periods of ten (10) years unless at the end of any such ten (10) year period the owners of not less than two-thirds of the lots in said UNIT agree in writing that the restrictions shall no longer be in force and effect. The covenants and conditions contained herein may be modified or changed by an appropriate instrument in writing as executed for recording by the owners of not less than two-thirds of the lots in said UNIT and consented to in writing by the Association or its successors or assigns.

The following Modification for all Units of Siesta Isles was adopted and recorded in the Public Records of Sarasota County, Florida, July 1987, and is in full force and effect:

“In the event that it shall become necessary for the Association or any person owning real property within any sub-division to enforce any of these covenants herein, then the Association or such owner of real property seeking enforcement of these covenants may recover all attorney fees and court costs which the Association or such owner may expend, whether or not litigation is actually commenced.”