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AMENDED AND RESTATED

DECLARATION OF COVENANTS AND RESTRICTIONS OF SORRENTO SOUTH, UNITS 1, 2, 3, 4, AND 5

This Declaration of Covenants and Restrictions shall govern Sorrento South Units 1, 2, 3, 4, and 5 (herein, "the Subdivision").

ARTICLE I. DEFINITIONS

For all purposes, the terms used in this Declaration of Covenants and Restrictions (herein "Declaration"), the Articles of Incorporation of the Association and Association Bylaws (herein, "the Governing Documents") shall have the meanings stated in Chapter 720, Florida Statutes, as amended from time to time (herein "the Homeowners' Association Act") and as set forth below, unless the context otherwise requires. Also, throughout the Governing Documents whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. In the event any term in the Governing Documents is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any Owner.

The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.01. "Articles of Incorporation" means the Articles of Incorporation for Sorrento South Property Owners, Inc., a Florida not-for-profit corporation, in the form attached hereto as Exhibit "B" and incorporated herein by reference, as amended from time to time.

1.02. "Association" shall mean and refer to Sorrento South Property Owners, Inc., its successors and assigns.

1.03 "Board" shall mean the Board of Directors of the Association, appointed or elected in accordance with the Bylaws of the Association.

1.04 "Bylaws" shall mean and refer to the Bylaws of Sorrento South Property Owners, Inc., in the form attached hereto as Exhibit "C" and incorporated herein by reference.

1.05 “Common Area(s)” means all real and personal Property which the Association owns or leases for the common use and enjoyment of all Owners in the Subdivision.

1.06 “Declaration” means and refers to this Declaration of Covenants and Restrictions as so recorded in the Public Records of Sarasota County, Florida, as it may be amended from time to time.

1.07 “Lot” means and refers to any Lot subject to this Declaration, together with any and all improvements thereof shown on the recorded Plat referred to herein, on which a residential structure could be constructed, whether or not one has been constructed.

1.08 “Maintenance” means the exercise of care to keep the building, roads, easements of ingress and egress, drainage easements, water retention easements, utility easements, parks, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition.

1.09 “Member” means any person or entity who holds record title to a Lot.

1.10 “Owner” means the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision.

1.11 “Plat” means any and final Plats of the Subdivision recorded in the Public Records of Sarasota County, Florida.

1.12 “Property” means and refers to all such existing properties, and additions thereto, as are subject to this Declaration and any supplemental Declaration, or Declarations, and shall include the real Property described in Exhibit “A.”

1.13 “Rules and Regulations” means the rules governing the use and occupancy of the Lots and Common Property adopted by the Association Board of Directors.

ARTICLE II. GENERAL CONDITIONS

2.01. The Association. The operation of the Subdivision in accordance with this Declaration and other authority shall be by Sorrento South Property Owners, Inc. (herein, “the Association”). The Association shall own title to Common Property in the Subdivision not dedicated and accepted by the public. Each Owner shall be a Member of the Association.

2.02. Purposes of Association. The purposes of the Association include, without limitation, those contained within this Declaration and the Bylaws and Articles of Incorporation.

2.03. Duration. This Declaration shall remain in full force and effect for a period of ten (10) years from the date this Amended and Restated Declaration is recorded and shall be

automatically renewed for successive ten (10) year periods unless the Owners of sixty percent (60%) of Lots in the Subdivision execute and record in the Public Records of Sarasota County, Florida, an instrument specifically rejecting a subsequent renewal.

2.04. Government Regulation. To the extent any law, ordinance or regulation of the State of Florida and Sarasota County shall exceed the requirements hereof, that law, ordinance or regulation shall prevail.

2.05. Severability. These Covenants and Restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof and each covenant shall be independent to such extent.

ARTICLE III. PROPERTY

3.01. Existing Property. The existing real Property which is subject to this Declaration is depicted on **Exhibit "A"**; and in Instrument #2011088250 and Instrument #2011115301, both of the Official Records of Sarasota County, Florida, regarding certain Lots lying within Bay Shore Farms, a Subdivision. Lots shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in this Declaration, which shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors or assigns and shall inure to the benefit of each Owner thereof.

3.02. Delegation of Use. Any Owner may delegate his right of enjoyment in the Common Property to members of his family, tenants or social guests, subject to the provisions of this Declaration and the Articles of Incorporation, Bylaws and Rules of the Association.

3.03. No Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges thereof by waiver of the use and enjoyment of the Common Property or non-use thereof, or the abandonment of his Lot.

ARTICLE IV. EASEMENTS

Owners' Easements of Enjoyment to the Subdivision Property. Every Owner shall have a right and easement of access and enjoyment in and to the Subdivision, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Association to take such steps as reasonably necessary to protect the above-described properties against foreclosure;

(b) All provisions of this Declaration, any Plat of all or any part or parts of the Property, and the Articles and Bylaws of the Association;

(c) Rules and Regulations governing the use and enjoyment of the Common Areas adopted by the Association now and in the future.

(d) Restrictions contained on any and all Plats of all or any part of the Common Areas or filed separately with respect to all or any part or parts of the Property.

ARTICLE V. ASSESSMENTS

5.01. Assessment Procedure. The Board shall fix the annual assessments and any special assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association as to which the decision of the Board shall be dispositive. The annual dues shall be established at the annual meeting and shall be due and payable as described in the Bylaws or as the Board so elects.

5.02. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in the Subdivision.

5.03. Duties of the Board of Directors. The Board shall fix the date of commencement, and the amount of the assessment against each Lot for each assessment, at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by the Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

5.04. Special Assessments. Special Assessments include 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 Common Area or the costs incurred (whether in whole or in part) for reconstructing or replacing such improvements or for any other valid common expense which is not a recurring expense to the Association. Special Assessments may be levied by the Board and shall be paid in such installments or in a lump sum as the Board shall from time to time determine. The due date of any Special Assessment shall be fixed in the resolution authorizing such assessment and any such assessment shall be payable as determined by the Board.

5.05. Monetary Defaults and Collection of Assessments.

(a) **Acceleration of Assessment.** If any Owner is in default in the payment of any Assessment or of any other monies owed to the Association for more than ten (10) days after written demand by the Association, the Association shall have the right to accelerate and require such defaulting Owner to pay to the Association in advance Assessments for Common Expenses through the end of the fiscal year, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments for Common Expenses,

for all Special Assessments for Common Expenses, and/or all other Assessments and monies payable to the Association.

(b) **Collection.** In the event any Owner fails to pay any Assessment or other monies due to the Association within ten (10) days after written demand, the Association may take any action deemed necessary in order to collect such Assessments or monies. The Owner shall be liable to the Association for all attorneys' fees, costs and expenses incurred by the Association incident to the collection of any Assessments or other monies owed to it, and the enforcement and/or foreclosure of any lien for the same, and all sums paid by the Association for taxes and on account of any mortgage lien and encumbrances in order to preserve and protect the Association's lien. All payments received by the Association on account of any Assessments or monies owed to it by any Owner shall be first applied to interest, late fees [which shall not exceed the greater of twenty-five dollars (\$25) or five percent (5%) of the amount of each installment that is paid past the due date, or such other amount as determined by Statute], costs, and attorneys' fees incurred incident to the collection of delinquent Assessments, and then to the Assessment payment first due.

(c) **Lien for Assessments and Monies Owed to Association.** The Association shall have a lien on the Lot of any Owner, for any unpaid Assessments (including Special Assessments or any Assessments which are accelerated pursuant to this Declaration) or other monies owed to the Association by such Owner, and for interest, reasonable attorneys' fees and court costs incurred by the Association incident to the collection of the Assessments and other monies, or the filing or foreclosure of a claim of lien, and for all sums advanced and paid by the Association for taxes, Maintenance and on account of superior mortgages, liens or encumbrances in order to protect and preserve the Association's lien.

(d) **Release of Lien.** Upon payment in full of all sums due to the Association, the Association shall promptly record in the Public Records of Sarasota County, Florida, a satisfaction of claim of lien.

(e) **Personal Obligation of Dues or Assessments.** Each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual dues or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as provided in this document. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment, or otherwise.

(f) **Transfer of Property after Assessment.** The Association's claim of lien shall not be affected by the sale or transfer of any Lot. In the event of a sale or transfer of the Lot, both the new Owner and the prior Owner shall be jointly and severally liable for all Assessments, interest, late fees, attorneys' fees and all other costs and expenses owed to the Association which are attributable to any Lot purchased by or transferred to such new Owner.

(g) **Subordination of the Lien to First Mortgages.** Unless otherwise provided by law, the lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage in favor of an Institutional Lender recorded prior to the recording of a claim of lien by the Association. Notwithstanding anything to the contrary contained in this Article or by law, the liability of a first mortgagee, or its successor or assignee as subsequent holder of the first mortgage who acquires title to a parcel 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 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 one percent (1%) of the original mortgage debt or as otherwise may be provided by law from time to time.

(h) **Purpose of Assessments.** The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the subdivision, including but not limited to the following:

- A. Improvement, Maintenance and repair of the Common Areas;
- B. Water, sewer, garbage, electrical lighting, telephone, gas and other necessary utility services for the Common Areas;
- C. Maintenance and repair of all parks, private roads and Common Areas;
- D. Fire insurance coverage for the full insurable replacement value of the Common Areas with extended coverage;
- E. Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees, or tenants of any Owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association;
- F. Worker's Compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board (all contractors hired by Sorrento South must provide evidence of insurance and a copy of a business license);
- G. Acquisition of furnishings and equipment for the Common Area as may be determined by the Association, including without limitation, all equipment, furnishings, and personnel necessary or proper for use of the Common Areas; Any other materials, supplies, equipment, labor, capital

improvements, legal expenses, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure, or pay pursuant to the terms of this Declaration, or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas, for the benefit of the Owners, or for the enforcement of these restrictions.

ARTICLE VI. OWNERSHIP, USE AND MAINTENANCE OF THE COMMON AREAS

The Association shall be the Owner of the Common Areas and shall maintain at its expense all portions of the Common Areas. Every Owner shall have the nonexclusive right to use the Common Areas in accordance with the following provisions:

6.01. Canal Maintenance is not the responsibility of the Association. However, the Association encourages each Owner and boater to do whatever is possible to preserve and enhance the environment and appearance of the canals. Native, saltwater wetlands plants shall be treated as prescribed in existing regulations. Federal, State of Florida and Sarasota County regulations related to waterways and boating are quite comprehensive. It is expected that everyone who uses the canal system and Sorrento South bayfront will abide by these regulations.

6.02. The Association shall have the right to prevent use of portions of the Common Areas by the general public.

6.03. Subject to any Rules and Regulations adopted by the Association, portions of the Common Areas may be used for appropriate purposes as are permitted by law which do not interfere with the peaceful enjoyment of Owners, create any type of nuisance or create a dangerous condition.

6.04. Members using the clubhouse are required to comply with the clubhouse rules.

6.05. There shall be no judicial partition of the Common Areas, nor can any Owner or any other person acquiring any interest in the Subdivision, or any part thereof, seek judicial partition thereof.

ARTICLE VII. BUILDING CONSTRUCTION (NEW & REMODELING)

7.01. Architectural Approval. All proposed new building construction, additions and outside remodeling, such as, but not limited to, pools, cages, lanai, driveways, fences and roofs, must be approved by the Association before work begins. The Owner must submit plans in writing to the Association by contacting any Board member. The Board will review and approve or disapprove the plans at or before the next regularly scheduled Board meeting.

7.02. Architectural Review. The architectural review and control functions of the Association shall be administered and performed by the Board. A majority of the Board shall constitute a quorum to transact business at any meeting for the purpose of architectural review, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board.

7.03. Powers and Duties of the Board as they pertain to Architectural Review. The Board shall have the power to require submission to the Board of two (2) complete sets of plans and specifications for any improvement or structure of any land, including without limitation, any building, fence, wall, swimming pool, enclosure, or other improvement, the construction or placement of which is proposed upon any Lot in the Subdivision and to approve or disapprove any exterior additions, changes, modifications or alterations. The Board may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration. All decisions by the Board shall be dispositive. Any party aggrieved by a decision of the Board shall have the right to make a written request to the Board within thirty (30) days of such decision for a review thereof. The determination of the Board upon reviewing any such decision shall, in all events, be dispositive.

7.04. Building Setback Distances. All new and remodeled structures must comply with the Sarasota County setback requirements.

7.05. New Construction. New homes must have a minimum of eighteen hundred (1,800) square feet exclusive of garages, cages and porches. Garages must be attached with entrances for not more than three (3) cars.

7.06. Remodeling and Additions. All outside remodeling and house expansions must comply with this Declaration and the Sarasota County requirements.

7.07. Roof materials. All pitched roofs on dwellings and attached garages must have the architectural appearance of roof tile construction. These roofs, both new and replacement, must be constructed of materials approved by the Board when plans are submitted. Plans must be approved by the Board before any construction work may start. Flat roofs may use other acceptable, more practical materials designed for flat roofs.

7.08. Driveway Requirements All driveways must be paved completely from the street to the garage. Construction materials must be reinforced concrete, paving bricks, or paving blocks.

7.09. Swimming Pools and Cages Above ground pools are not permitted. All in ground pools and cages must be approved by the Association. Pool pumps and filters must be concealed from the street and neighboring property by fences or landscaping. Pool safety fences must be subject to local ordinances.

7.10. Utilities All utility lines and lead in wires for all services must be underground.

7.11. Other Structures Unattached outbuildings of any kind are not permitted. Attached enclosures, with or without roofs, or vegetation for concealing air conditioners, pool equipment, trash containers or similar items are required. These enclosures may not exceed six (6) feet in height, and must not protrude in front of the front house wall or behind the rear house wall/lanai structure. The enclosure must be constructed with wood, masonry or other Board approved materials. No tents, trailers, shacks, tanks or temporary or accessory buildings or structures shall be erected on any Lot or Common Area without the written consent of the Board.

7.12. Variance Right The Board has the right to grant variances to Owners of Lot(s) in the Subdivision. The Board's decision however is dispositive and the Owner of said Lot(s) shall not have any recourse if the Board fails to approve or grant any variance.

ARTICLE VIII. USE RESTRICTIONS

8.01. Residential Use. The Property subject to this Declaration may be used for single family residential living units and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. Notwithstanding the foregoing, home offices, for the personal use of the residents only, and which do not create a nuisance, are permitted. No building or other improvement shall be erected upon any Lot without prior Board approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership. In the event of the division or subdivision of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof to and with which all or portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of this Declaration with the exception of assessments shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full Platted Lot according to the recorded Plat of Sorrento South.

8.02. Lawns, Landscaping, and Maintenance Each Owner shall maintain his or her Lot in a neat, clean, and attractive condition. Desert and xeriscape landscaping is acceptable provided that the materials and design do not negatively impact the environment. Maintenance of lawns, landscaping, and desert and xeriscape landscaping includes insect and weed control and general good repair. All foliage on empty Lots shall be properly maintained with regular mowing and trimming.

All Owners are responsible for regular lawn and landscaping Maintenance to keep their Property appearance commensurate with the overall Property appearance of the Subdivision. Absentee Owners must arrange for regular yard service. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot or any Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere

thereon; and in the event that any Owner shall fail or refuse to keep his or her Lot free of weeds, underbrush or refuse piles, or other unsightly growths or objects, then the Association, after at least thirty (30) days' written notice to the Owner, may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass.

Owners shall not plant or keep any plants prohibited in Florida and are encouraged to contact the Sarasota County Cooperative Extension Service for a list of prohibited plants.

Shrubbery or bushes may be grown for hedges. Hedges cannot be planted any closer than four (4) feet from the curb and shall be trimmed so that they are no taller than four (4) feet. All hedges must be planted and trimmed so that they do not encroach on neighboring property.

8.03. Fences. Fence enclosures may only be constructed of materials which can be seen through, with non-rusting coatings and a maximum height of four (4) feet. These fences cannot be closer to the street than the house setback. Solid enclosure fences or walls are not permitted except when used as concealment structures. (see other structures) Non-attached and open-ended, privacy screening, not exceeding six (6) feet in height, may be constructed between houses. Designs and materials must be approved by the Board prior to construction. These structures must not protrude in front of the front house wall or behind the rear house wall/ lanai structure.

8.04. Animals and Pets. It is recognized that having a household pet can be a source of comfort, companionship and security to some people. Owners are reminded, however, that there are certain responsibilities, legal requirements, and Association restrictions which accompany the ownership of a pet.

Generally accepted household pets are permitted and are the full responsibility of the Owner. Pets shall not be kept in such a number as to be a nuisance to neighbors and may not be raised or bred for commercial purposes. All pets are to be kept on a leash or in an enclosed area when outdoors and are not allowed to run free.

Owners with pets are responsible for cleaning up any of their pets' excrement on Lots, lawns, Common Areas, or the street. Pets whose noise cannot be controlled are considered a nuisance and are not permitted. Livestock, poultry, or farm animals of any kind are not permitted.

8.05. Vehicles and Parking. Non-commercial automobiles, vans, sport utility vehicles and pickup trucks may be parked outside. Vehicles such as and including golf carts, bicycles, motorcycles, recreational watercraft, racing cars, and any type of commercial vehicles or equipment, with or without advertising, shall not be parked or stored inside the community overnight except in enclosed garages. This does not prohibit the parking of commercial vehicles during the performance of construction, repair or services. "Commercial vehicle" shall mean any vehicle with commercial language affixed to the exterior of the vehicle or commercial advertising displayed on or from within the vehicle or any vehicle which contains or transports

tools, tool boxes or other equipment incidental to any business (However, the lack of such commercial language, commercial advertising, tools, toolboxes or equipment shall not be determinative as to whether a vehicle is in fact a "commercial vehicle"). No vehicle or trailer of any type can be parked or stored on lawns or empty Lots. Disabled vehicles (vehicles that do not run), motor homes, camping trailers or boats on trailers may be parked in a driveway for a period of no longer than seven (7) continuous days after notifying a Board member and for no longer than fourteen (14) days within a calendar year. Exceptions may be submitted to the Board for consideration.

8.06. General Property Appearance and Maintenance. Air conditioning equipment, pool pumps and filters, water softeners, garbage and trash containers and similar objects detract from the appearance of our properties and must be installed or stored so they will not be visible from the street or neighboring properties. Clotheslines which are visible from the street or neighboring property are not permitted. Trash and garbage must not be placed at curbside earlier than the night before pick-up day. Roofs must be kept clean, with the determination of whether the roof is clean resting in the sole discretion of the Board or a Committee it so designates.

8.07. Signs. No signs other than the following are permitted with a maximum size of eighteen by twenty-four inches (18" x 24"): "Open House," "Yard Sale," and "Garage Sale" are permitted for a period of three (3) days only. "For Sale" and "For Rent" signs are permitted as needed. "Political Signs" are permitted in accordance with Sarasota County code. No signs, other than Association signs, are permitted on Association Common Areas.

8.08. Nuisance. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, or nuisance to any person using any portion of the Property. Nothing shall be done which is the source of unreasonable annoyance to residents or Association employees or which interferes with the peaceful possession and proper use of the Property, including but not limited to loud or obscene language or threatening behavior. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

8.09. Docks, Rip-rap, and Canals. This section applies specifically to Owners with waterfront Property in the Subdivision and members of the Sorrento South Dock Owners' Association who have boats in Tract "A" marina, and generally applies to anyone who would operate a boat in the canals of Sorrento South. Dock ownership in Sorrento South Dock Owners' Association is limited to Owners of real Property, in Sorrento South and Sorrento East subdivisions, which is not located on navigable waterways. Waterfront Property shall have

seawall and/or rip-rap (large broken pieces of rock material) shorelines. They must be constructed in accordance with Federal, State and Sarasota County regulations, after obtaining the appropriate permit. Concrete pieces and other non-rock materials may not be used as exposed rip-rap. The rip-rap shall be adequate in quantity to fully cover the bank and prevent the erosion of the canal banks due to boat traffic and normal environmental conditions. Upland plants, other than those protected by law, shall be removed from the rip-rap. All boats shall travel at idle speed, producing no eroding wake, when traveling in the canal system or by bayfront shorelines, idle speed is defined as the speed used for docking, the speed necessary to maintain steerage.

Construction permits must be obtained from the County prior to the erection of a new dock, enlargement of a dock or the Maintenance of an existing dock.

8.10. Owner's Obligation to Maintain and Repair. Each Owner shall, at his sole cost and expense, maintain and repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction.

8.11. Leasing. A Lot or home shall not be rented or leased for a period of less than thirty (30) days in accordance with Sarasota county code. Owners of properties in Sorrento South who rent them shall provide the Board with contact information of renters and signed documentation of proposed renters having read this Declaration and the Articles of Incorporation and Bylaws. Subleasing of rental properties is not permitted.

ARTICLE IX. AMENDMENT

Amendments to this Declaration shall be proposed and adopted in the following manner:

9.01. Proposal. A proposal for any amendment to this Declaration may be made by the Board of Directors or upon the written request of not less than ten percent (10%) of the voting interests of the Association. Notice of the subject matter of any proposed amendment shall be included in or with the notice of the meeting of the Members at which the amendment is to be proposed and considered.

9.02. Approval Generally. This Declaration may be amended only by the affirmative vote of the Owners of not less than sixty percent (60%) of the voting interests of the membership voting in person or by proxy.

9.03. Limitation and Recording. No amendment shall make any changes in the qualifications for membership or in the voting rights or Property rights of Members, without approval in writing by all Members so affected. A copy of each amendment shall be recorded in the Public Records of Sarasota County, Florida, along with a Certificate of Amendment, and shall become effective on the date of recording.

ARTICLE X. COVENANTS AND ENFORCEMENT

10.01. Independent Covenant. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions, shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

10.02. Enforcement. This Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or by any Owner, their respective legal representatives, heirs, successors, and assigns. The Association shall have the duty to enforce and require compliance of the provisions of this Declaration, the Articles of Incorporation, Bylaws and any Rules authorized hereby against Owners, their tenants and guests on behalf of the Association membership. Enforcement shall be by proceedings for injunctive relief, declaratory relief and/or damages. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and costs. The Association may also charge a Lot for any reasonable attorneys' fees and costs incurred in obtaining compliance by the Owner or tenant thereof and that charge shall be payable and collectible in the same manner as an assessment by the Association as provided in the Declaration. The failure to enforce any provision of this Declaration or Rules shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

10.03. Election of Remedies. All rights, remedies and privileges granted to the Association hereunder, by any other Governing document, or by law shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by Association documents, or at law or in equity.

10.04. Violations. Failure of an Owner or any other Person subject to comply with such restrictions, covenants or Rules and Regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, all to the extent of the Owner's liability under applicable law. The Association shall have the right to suspend the rights of use of Common Areas of defaulting Owners, and/or an owner's tenants, guests or invitees. Additionally, the Association may suspend the voting rights of a member for nonpayment of any assessment that is delinquent in excess of ninety (90) days. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

The Association may impose fines and suspensions as is specified in the Bylaws.

ARTICLE XI. MISCELLANEOUS PROVISIONS

11.01. Interpretation. The Board shall have the right except as limited by any other provisions of this Declaration or the Bylaws to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be liberally construed to effectuate its stated purposes.

11.02. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

11.03. Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

11.04. Conflict. In the event of a conflict between the Governing Documents, the superiority of such documents shall be as follows: 1) this Declaration, 2) the Articles of Incorporation, 3) the Bylaws of the Association, and 4) the Rules and Regulations.

11.05. Invalidity. The invalidation of one or more of the provisions of this instrument by a final order of a court of competent jurisdiction shall not affect or modify any other provisions, which shall remain in full force and effect. Failure by any part to enforce any of the provisions of this instrument shall not be deemed to be a waiver of the right to do so in the future.

11.06. Rules and Regulations. The Board may promulgate a set of Rules and Regulations for the administration and interpretation of this Declaration.

11.07. Notices. Any notices required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing. It is each Owner's responsibility to notify the Association of all contact information and any change in mailing address. For instances in which electronic notice is permissible under the pertinent Florida Statutes, notice may be given by e-mail with proof of transmission by affidavit by the Association to those Owners who previously consented to receive notice electronically. Unless otherwise stated in the Florida Statutes, notices of hearings on proposed fines or suspension of use rights and notices of intent to lien must be sent by mail.

Prepared by and Return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)



CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS
OF
SORRENTO SOUTH, UNITS 1, 2, 3, 4, AND 5**

We hereby certify that the attached Amended and Restated Declaration of Covenants and Restrictions for Sorrento South, Units 1, 2, 3, 4, and 5 (which Deed Restrictions for Units 1, 2, 3, 4, and 5 were originally recorded at Official Records Book 560, Page 886 et seq. as to Unit 1, Official Records Book 563, Page 609 et seq. as to Unit 2, Official Records Book 644, Page 162 et seq. as to Unit 3, Official Records Book 691 Page 52 et seq. as to Unit 4, and Official Records Book 763, Page 461 et seq. as to Unit 5, and which were consolidated at Instrument Number 2016080018, all of the Public Records of Sarasota County, Florida) was approved by written consent of at least two-thirds (2/3) of the members of the Association, which is sufficient for approval under Section E-5 of the Consolidated Declaration of Restrictions.

DATED this Apr day of 11, 2017.

Signed, sealed and delivered
in the presence of:

SORRENTO SOUTH PROPERTY
OWNERS, INC.

sign: Julia A. Baiardi
print: Julia A. Baiardi

By: Diane Miller
Diane Miller, President

sign: Lydia Dominguez
print: Lydia Dominguez

sign: Julia A. Baiardi
print: Julia A. Baiardi

By: Ann Piscitelli
Ann Piscitelli, Secretary

sign: Lydia Dominguez
print: Lydia Dominguez

(Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11 day of April, 2017 by Diane Miller as President of Sorrento South Property Owners, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign Nancy Rogers

print Nancy ROGERS
State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11 day of April, 2017, by Ann Piscitelli as Secretary of Sorrento South Property Owners, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign Nancy Rogers

print Nancy ROGERS
State of Florida at Large (Seal)

My Commission expires: