

SORRENTO EAST PROPERTY OWNERS ASSOCIATION, INC.
DECLARATION OF RESTRICTIONS FOR SORRENTO EAST
AMENDED, RESTATED AND ADOPTED
DECEMBER 26, 2008

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Sorrento East Subdivision

County of Sarasota

State of Florida

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AMENDED AND RESTATED

DECLARATION OF RESTRICTIONS

FOR SORRENTO EAST

(Adopted December 26, 2008)

PART A: AREA OF APPLICATION

The covenants and restrictions, in their entirety, shall apply to the following described property, situate, lying and being in Sarasota County, Florida, herein referred to as “Sorrento East Subdivision” or “the Subdivision” and more particularly described as:

Sorrento East, Unit No. 1, as per plat thereof recorded in Plat Book 19,

Pages 20, 20A and 20B, Public records of Sarasota County, Florida

Sorrento East, Unit No. 2, as per plat thereof recorded in Plat Book 19,

Pages 37 & 37A, Public Records of Sarasota County, Florida.

Sorrento East, Unit No. 3, as per plat thereof recorded in Plat Book 21, Pages 12, 12A and 12B, Public Records of Sarasota County, Florida.

Sorrento East, Unit No. 4, as per plat thereof recorded in Plat Book 22, Pages 25, 25A, 25B and 25C, Public Records of Sarasota County, Florida.

Sorrento East, Unit No. 5, as per plat thereof recorded in Plat Book 23, Pages 4 and 4A, Public Records of Sarasota County, Florida.

PART B: INCLUSION

This Amended and Restated Declaration of Restrictions combines and supersedes the following instruments:

Declaration of Restrictions for Sorrento East, Unit No. 1, recorded in Official Records Book 806 at Page 243, Public Records of Sarasota County, Florida, and as subsequently amended.

Declaration of Restrictions for Sorrento East, Unit No. 2, recorded in Official Records Book 865 at Page 605, Public Records of Sarasota County, Florida, and as subsequently amended.

Declaration of Restrictions for Sorrento East, Unit No. 3, recorded in Official Records Book 944 at Page 644, Public Records of Sarasota County, Florida and as subsequently amended.

Declaration of Restrictions for Sorrento East, Unit No. 4, recorded in Official Records Book 1030 at Page 1010, Public Records of Sarasota County, Florida and as subsequently amended.

Declaration of Restrictions for Sorrento East, Unit No. 5, recorded in Official Records Book 1067 at Page 2044, Public Records of Sarasota County, Florida, and as subsequently amended. 2

PART C: OWNERSHIP

No Lot or parcel within Sorrento East Subdivision shall be transferred, leased, or otherwise conveyed by a member not in good standing with Sorrento East Property Owners' Association, Inc., a Florida corporation not for profit, hereinafter called "Association". The definition for a member in good standing is contained in the Association Bylaws.

PART D: PURPOSE

The purpose of these restrictions is to insure to all members of the Association that their real property in the Subdivision shall at all times be of a compatible quality and appearance.

PART E: RESIDENTIAL AREA COVENANTS

E-1. BUILDING REQUIREMENTS

a. General. No Lot within the Subdivision shall be used except as solely and exclusively for residential purposes. No Dwelling shall be erected, altered, placed, or permitted to remain on any Lot or parcel other than a single family Dwelling not to exceed two stories in height. An attached private garage shall provide for not less than two nor more than three motor vehicles. No Dwelling shall be moved or transferred from any location to any Lot or parcel within the Subdivision.

b. Construction and Square Footage. The Dwelling to be erected shall be constructed of new and durable materials. Each Dwelling shall have a minimum of 1,600 square feet of living area, exclusive of garage, caged-in areas and porches.

c. Roof Materials. All roofs on Dwellings shall be constructed of cement tile, baked clay pottery, shaped stone, masonry construction, or coated metal having the appearance of any of those materials. No build-up gravel, marble chip or other type roofs shall be permitted except over lanais/patios constructed on the rear portion of Dwellings.

E-2. USE

No Dwelling shall be occupied until the exterior of such Dwelling shall be fully completed, including finish Lot grading.

E-3. SETBACK LINES

- a. General. For purposes of this paragraph, unless expressly provided for herein, all structures attached to or appurtenant to or forming a part of the single family Dwelling built or to be built upon a parcel shall be considered part of the "Dwelling". The term "Lot" shall include parcel for the purpose of this paragraph.
- b. Front and Back Lot Lines. No part of any Dwelling constructed in the Subdivision shall be located nearer than 30 feet from any point on the front of line of any Lot, or nearer than 30 feet from any point on the rear Lot line of any Lot. "Front" Lot line shall mean the Lot line bordering on the street on which the Lot is located. "Rear" Lot line shall mean a Lot line opposite the "Front" Lot line of a specific property.
- c. Side Lot Lines. No part of any Dwelling constructed in the Subdivision shall be erected nearer than 10 feet from any point on the side Lot line of any Lot.³
- d. Corner Lot Lines. No part of any Dwelling constructed on a corner Lot in the Subdivision may project any closer than 30 feet from the right-of-way of any contiguous street or closer than 10 feet from the back of Lot lines.
- e. Measurement of Setback Lines. All setback lines shall be measured from the point most exterior from the Dwelling, including decorative or structural protrusions erected as a functional or nonfunctional feature of the Dwelling, and nearest to the appropriate property line. Where the front and back Lot lines are not straight lines, then the setback shall be determined from a point on the front or back Lot line an equal distance between the respective side Lot lines.
- f. Screened Enclosure Area. In cases of exceptional house design or Lot-size irregularity and/or configuration, and with written approval of the Association, the screened enclosure area covered by an impermeable roof of a Dwelling may be located not nearer than 20 feet from any point on the rear Lot line of any Lot.
- g. Other. 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.

E-4. BUILDING PLANS

- a. General. No owner shall construct a Dwelling, swimming pool, caged pool enclosure, porch, wall structure, or other permanent improvement on any Lot in the Subdivision unless the Owner obtains the Association's written consent to the construction plans, elevations, and the plot plans.
- b. Approval. Upon written approval by the Association of such plans and specifications, elevations, and plot plans, the builder may secure a building permit, when a permit is required, from the appropriate governmental departments and the same shall be posted in a conspicuous manner on the property.
- c. Disapproval. Plans, specifications, elevations, or plot plans may be disapproved in writing by the Association when not in agreement with this Declaration of Restrictions.
- d. Liability. The Association shall not be liable to anyone submitting building plans for approval or to any owner in connection with the approval or disapproval, or failure to approve any such plans, alterations, additions, or improvements.
- e. Other. In the event the Association fails to approve or disapprove design or location of a Dwelling within twenty (20) days after complete plans, specifications, and

elevations and plot plans have been delivered to the Association, approval will not be required and this covenant will be deemed to have been complied with.

E-5. OTHER STRUCTURES

- a. Temporary. No structures of a temporary character, trailer, house trailer, tent, shack, garage, barn, barracks type structures or other outbuilding shall be erected, maintained or used on any Lot at any time, either temporarily or permanently.
- b. Construction Structures. Construction sheds may be temporarily maintained during construction of a Dwelling, but shall be promptly removed upon completion of such Dwelling and in any event the shed, dumpster or storage unit shall not remain on the property longer than six (6) months from the date the building permit was issued unless otherwise approved in writing by the Association Board of Directors. 4
- c. Dumpsters and Storage Units. Dumpsters and storage units may be temporarily maintained during the construction or renovation of a Dwelling, but shall be promptly removed upon completion of such Dwelling. In any event, the dumpster or storage unit shall not remain on the property longer than sixty (60) days from the start of construction unless otherwise approved in writing by the Association Board of Directors.
- d. Debris. During the construction or renovation of a home, debris and new materials are to be securely maintained. Debris shall be removed at regular intervals to avoid an unsightly or unsafe condition.

E-6. LAWNS AND LANDSCAPING

- a. General. Each Lot in this Subdivision shall be landscaped and a concrete or paver brick driveway shall be completed not later than 60 days after the certificate of occupancy is issued for the Dwelling.
- b. Landscaping. Landscaping shall extend over the entire Lot and to the pavement edge of any boundary streets.
- c. Maintenance. All lawns and landscaping of properties in this Subdivision shall be kept mowed and trimmed. All grass clippings, together with plant, shrub, and tree trimmings shall be removed for proper disposal, with the exception of composting, from each owner's property. Lawn clippings, plant, shrub and tree trimmings shall not be deposited on any other improved or unimproved Lot in the Subdivision.
- d. Other. An owner shall not gravel, blacktop, pave or alter parking strips or driveways without first submitting written application for and receiving approval in writing by the Association. The Association's approval of the request shall not be unreasonably withheld.

E-7. MAINTENANCE, UNSIGHTLY OBJECTS AND NUISANCES

- a. General. All Lots and improvements thereon shall be kept in a clean and sanitary condition. No rubbish, refuse, lawn clippings (with the exception of composting), or garbage shall be allowed to accumulate or any fire hazard allowed to exist. Owners of Dwellings in the Subdivision are responsible for the periodic cleaning of roofs to remove objectionable stains or discolorations caused by mildew, rust, or other such agents. Any fence on a Lot shall be maintained, repaired and replaced by the Owner as needed.
- b. Containers and Tanks. All garbage, trash containers, and oil and gas fuel tanks shall be installed underground or placed so that they shall not be visible from the streets or any adjoining Lot.
- c. Uncontrolled Vegetation. All excessive weeds, underbrush or unsightly growth shall be promptly removed. Lawns shall be kept in first class condition. In the event the owner of any improved or unimproved Lot shall fail or refuse to keep his Lot free of excessive weeds, underbrush, refuse piles, or fail to trim the lawn to a height of 12 inches or less, the Association may enter upon said Lot, remove such refuse, mow or cut such weeds,

underbrush and charge for such services. Such entry on the part of the Association shall not be deemed a trespass. The charge for such services shall become an assessment upon the Lot and bear interest at the highest rate allowed by law until paid in full. The Association can collect the sums due by court action which judgment shall include attorney fees and costs incurred in the collection of this assessment.⁵

d. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance in the Subdivision.

E-8. SIGNS

Only one "For Sale" or "For Rent" sign, and one security sign not to exceed four square feet, shall be erected or maintained on any Lot. Owners of vacant Lots may post one "No Trespassing" sign which shall not exceed four (4) square feet in size. During construction of improvements on a Lot, a sign not to exceed four (4) square feet may be erected by the general contractor, stating the name of the contractor, and other information pertaining to the general contractor's business and information pertaining to the construction in progress. The sign shall be removed after completion of construction, sale or rental of the property.

E-9. ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept, except residents shall be permitted to keep dogs, cats and other household pets. No pet shall be kept or maintained for commercial purposes. The number or conduct of pets maintained by any owner shall not be allowed such that it creates an unreasonable nuisance or annoyance to any resident in the Subdivision. Dogs shall be kept on a leash or in an enclosed area when outdoors. The Association may require any pet to be removed from the Subdivision due to a violation of these restrictions.

E-10. HEDGES AND FENCES.

a. General. No fence, hedge, or other enclosure of any kind shall be constructed, grown, or maintained between the street and the front setback line of a corner Lot, or the side street and the side setback line of a corner Lot.

b. Fences. No fence shall be constructed over four (4) feet in height, with the following exceptions: (1) Where the property is located on the outer periphery of the Subdivision, that is, the property backs up to property which is not subject to this Declaration, the fence may be up to six (6) feet in height. (2) Enclosures around air-conditioning/pool equipment may be up to six (6) feet in height, but cannot be extended closer than three (3) feet from the adjacent property line. Prior to construction of a fence or to the replacement of a fence with one which is materially different, the Lot Owner must submit to the Association a sketch and written description of the fence, together with a description of the placement of the fence on the Lot. The Association's approval of the request shall not be unreasonably withheld.

c. Hedges. All hedges must be planted two (2) feet inside the side or back line of the Lot, with the exception of corner lots where hedges must be planted no nearer to the side Lot street than two (2) feet inside that side lot setback. Hedges must be trimmed to avoid encroachment on adjacent property and controlled to present a decorative appearance consistent with the natural growth pattern and vegetative contour. No non-native problem trees, such as but not limited to Australian Pine or Melaluca, shall be planted.

E-11. VEHICLES

a. General. No vehicle shall be parked in the Subdivision overnight except on a paved driveway or inside a garage. No commercial vehicle, vehicle or truck over 8,000 pounds, or trailer of any kind may be parked in the Subdivision overnight unless inside a

garage and unless specifically addressed in this Section. A commercial vehicle is a vehicle which bears commercial signage or is otherwise evidently used for commercial purposes. The parking prohibition does not apply during actual service to a resident.

b. Recreational Vehicles. A camper, boat, trailer, motor coach, converted bus, or any other type of vehicle intended for recreational purposes may be parked on an owner's driveway up to forty eight (48) hours prior to and following a trip. A recreational vehicle of a temporary visitor may be parked on an owner's driveway for a period not to exceed one (1) week.

c. Parking. Parking of vehicles within any Lot shall be permitted only in a garage or upon the paved driveway.

E-12. CLOTHES LINES

No clothes lines, poles or racks for drying laundry shall be installed on any Lot in the Subdivision except in areas where such clothes lines or racks would not be visible from the street or any other Lot. This prohibition includes the use of clothes lines, poles and racks for the drying of laundry on screened porches, lanais and pool cages.

E-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.

E-14. UNDERGROUND UTILITIES

All utility lines and lead-in wires, including but not limited to, electrical lines and telephone lines located within the confines of any Lot shall be constructed or placed and maintained underground; provided, however, nothing herein contained shall prevent an aboveground temporary power line to a Dwelling during the period of construction.

PART F: GENERAL PROVISIONS

F-1. REMEDIES FOR VIOLATION

If any owner, his heirs, successors, or assigns shall violate or attempt to violate any of the covenants and restrictions herein, the Association or any other property owner in the Subdivision may enforce this document in any procedure at law or in equity against the person or persons violating or attempting to violate the provisions herein, to require compliance with the provisions contained herein or to recover damages. The prevailing party in any such action shall be entitled to recover its reasonable attorney's fees and costs, including appellate proceedings.⁷

F-2. COVENANTS AND RESTRICTIONS

a. Covenants. All of the restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein. These restrictions, reservations, covenants, conditions and easements shall be binding upon all property owners of the Subdivision. In consideration of receiving and by acceptance of any deed, grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of this declaration. Both the burdens imposed and the benefits derived from this declaration shall run with each Lot.

b. Responsibility. The owner, tenant and any occupant of any Lot in the Subdivision is responsible for compliance with these deed restrictions and covenants.

c. Gender. Unless otherwise so required, the use of the singular includes the

plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

d. Term of Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all owners, their successors, heirs or assigns, regardless of how the owners acquire title, for a period of 50 years from the date of recording this Amended and Restated Declaration, unless within such time, 65% of the owners of the Subdivision execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). After such 50 year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of 10 years each, until a majority of the votes of the owners of the Subdivision execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the public records of Sarasota County, Florida.

F-3. INVALIDATION

Invalidation of any one or more of these covenants and restrictions by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

F-4. AMENDMENT

A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by written petition of at least one-third of the property owners of the Subdivision. This Declaration may be amended from time to time upon the written approval of the owners of not less than 65% of the Lots and Parcels subject to this Declaration. Such amendment to be effective must be recorded in the Public Records of Sarasota County, Florida, and shall contain a certificate signed by the President and Secretary that the amendment was duly adopted. If the owners propose an amendment, they shall bear the expense of the amendment procedure and shall attain the proper votes. The Association shall review the amending procedure and if it is deemed properly performed, record the certificate of amendment to these Restrictions in the Public Records of Sarasota County, Florida, as outlined above.⁸

F-5. ADMINISTRATION AND ENFORCEMENT

The Association shall administer and enforce this Declaration except as otherwise provided herein. The Association is also responsible for the maintenance of the entrance gates and for the maintenance of any property now or hereafter owned by the Association.

F-6. NEGLIGENCE

An owner shall be liable and may be assessed by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rate occasioned by use, misuse, occupancy or abandonment of a Lot or the common areas.