

DEED RESTRICTIONS of

SORRENTO WOODS HOMEOWNERS' ASSOCIATION, INC.

1112 Delacroix Circle, Nokomis, FL 34275

(A Florida Corporation Not-for Profit)

March 21, 2021

1. No lot shall be used except as a single family residence. This shall mean that no business or commercial activity shall take place upon the lot, residence, or premises to include but not limited to displaying signage or employing personnel on site, or the regular presence of customers or clients at the lot, residence or premises. This provision shall not prohibit ancillary business activities such as a "home office so long as such activity does not include the above prohibited practices or activities.
2. No dwelling with less than 2,000 square feet of living area, exclusive of garage, caged-in areas and porches, decks, lanais, patios or covered patios shall be built on any lot.
3. No building shall be erected or placed on any lot other than one single family dwelling not to exceed two stories in height and an attached private garage(s) for not less than two, nor more than four motor vehicles. The garages shall be attached to the dwelling either directly or with a common roof line. There shall be a minimum of one double garage door, or two single garage doors, and may have up to four (4) single garage doors or a combination of single or double garage doors to equal no more than four garage spaces. No garage shall be converted to other use without substitution of an additional garage. Car ports are prohibited.
4. A complete set of plans shall be furnished to the Association for new and remodeled construction. No clearing, grading, filling, removal of vegetation or commencement of construction of buildings, or any improvements shall occur on any lot unless and until plans, specifications, plat plans prepared by a licensed surveyor and elevations are approved by the SORRENTO WOODS HOMEOWNERS ASSOCIATION, hereinafter referred to as the "ASSOCIATION", and thereafter, the County. Disapproval of plans, specifications, elevations, or plot plans is at the absolute, sole and un-controlled discretion of the ASSOCIATION, and may be for any reason, including aesthetics. In the event the ASSOCIATION fails to approve or disapprove such construction plans, elevations and plot plans within 40 days after the same have been submitted, approval will not be required, and this provision shall be deemed to have been fully complied with. An exception is basic landscaping improvements that do not require Association approval. All Members plans for construction must be made in writing on a SWHOA form a minimum of ten days prior to regularly scheduled Board meetings, and Association approvals must be in writing and signed by the appropriate Association Officers. A sidewalk deposit of seven hundred fifty dollars (\$750.00) shall be paid to the Association prior to the start of construction to be returned after completion and inspection by the Association.
5. **(A) Unit I:** On lots 3 through 12, inclusive, Block A, of Unit No. 1, no part of any building may project closer than 25 feet from the right-of-way of any contiguous street, or closer than 10 feet from any side lot, nor closer than 50 feet from the closest waters of Shakett Creek. On all other Lots within Unit No. 1, no part of any building may project closer than 25 feet from the right-of-way of any contiguous street, closer than 10 feet from any side lot line nor closer than 30 feet from any rear lot line, except that screened pool cages and pool decks may extend to within 20 feet of the rear lot line. Overhangs of buildings shall not extend more than 5 feet into the setback areas.

5. **(B) Unit 2:** On Lots 27 through 47, inclusive, Block G, and Lot 61, Block A, of Unit No.2, no part of any building may project closer than 25 feet from the right-of-way of any contiguous street, closer than 10 feet from any side lot line nor closer than 50 feet from the common boundary with lands lying within Mission Valley Estates, Section A, recorded in Plat Book 11, Page 2, and Mission Valley Estates Section B 1, recorded in Book 13, Page 7, both of the Public Records of Sarasota County, Florida. On all other Lots within this Unit No.2, no part of any building may project closer than 25 feet from the right-of-way of any contiguous street, closer than 10 feet from any side lot line nor closer than 30 feet from any rear lot line, except that screened pool cages and pool decks may extend to within 20 feet of the rear lot line. Overhangs of buildings shall not extend more than 5 feet into the setback areas.

5. **(C) Unit 3:** On Lots 17 through 38, inclusive, Block A. of this Unit No.3, no part of any building may project closer than 25 feet from the right-of-way of any contiguous street, closer than 10 feet from any side lot line nor closer than 50 feet from the closest waters of Shakett Creek or Fox Creek. On Lots 37 through 42 inclusive, Block A of this Unit No.3, no part of any building may project closer than 25 feet from the right-of-way of any contiguous street, closer than 10 feet from any side lot line nor closer than 50 feet from the common boundary with lands lying within Idleberg Ranches, recorded in Plat Book 24, Page 49, Public Records of Sarasota, Florida. On all other Lots within this Unit No.3, no part of any building may project closer than 25 feet from the right-of-way of any contiguous street, closer than 10 feet from any side lot line nor closer than 30 feet from any rear lot line, except that screened pool cages and pool decks may extend to within 20 feet of the rear lot line. Overhangs of buildings shall not extend more than 5 feet into the setback areas.

5. **(D) Unit 3:** With respect to Lots 17 through 22, inclusive, Block A, of this Unit No. 3, the Sarasota County government has adopted ordinances which grants to the Sarasota County Environmental Protection Division administration, oversight, and enforcement of trimming or other alteration of mangroves and/or other protected wetlands areas located on lots and in the common area of Sorrento Woods adjacent to lots along Delacroix Circle. At least two (2) ordinances were specifically adopted by the Board of County Commissioners of Sarasota County, Florida, to modify the zoning of the land and to regulate the development of Sorrento Woods, Unit 3, each of which remains binding on the present lot owners and their successors, and on the ASSOCIATION. Said ordinances are identified as Ordinance No. 81-49 and Ordinance No. 89-06, copies of same being attached hereto and incorporated herein by reference. Sarasota County has adopted additional ordinances and procedures which also apply to applications for permission to trim or otherwise alter the mangrove and/or other protected wetlands area located on each affected owner's lot and in the common area in the vicinity of the owner's lot. Such application to the government shall be in addition to, and not instead of, an application to and prior approval of the ASSOCIATION. Any applicant shall be required to include the ASSOCIATION's written approval of the application, and the ASSOCIATION may require as a condition of its approval that the applicant acknowledges responsibility for the cost of the work (or for a proportional share of the cost, if so approved by the Board of Directors); and the ASSOCIATION's written consent must be included before concluding the permitting process with the Sarasota County government. Since a portion of the mangrove lies in the ASSOCIATION-owned common area (beyond the rear lot line of the affected home sites and running towards Shakett Creek), the ASSOCIATION could be held legally responsible for unauthorized trimming or alterations of the mangrove area. For this reason, a coordinated effort among the lot owner and the ASSOCIATION is critical to the successful processing of a permit application. A lot owner who violates the terms and conditions of a permit or fails to procure a permit, shall indemnify and hold harmless the ASSOCIATION for any fines, penalties, fees and costs imposed by Sarasota County or its authorized agents. If the ASSOCIATION is required to tender payment of any such fines, penalties, fees or costs, the ASSOCIATION shall be entitled to secure the repayment by the affected lot owner by a Claim of Lien against said lot owner's property: and said lien shall extend to the recovery of the ASSOCIATION's reasonable attorney's fees and costs as well as interest on the outstanding balance at the maximum rate allowed by law. In addition, lot owners should be aware that Sarasota County's mangrove preservation ordinances include enforcement mechanisms against violators which include civil fines and criminal penalties. The owners of the affected properties from 1020 through 1070 Delacroix Circle are encouraged to communicate with the Sarasota County Environmental Protection Division (phone: 941-861-6267) to educate themselves with respect to the preservation of the mangroves and the restrictions that apply to the disturbance of the mangroves.

(Amendment 5(D), Unit 3, added and filed March 10, 2021)

6. No nuisances, as defined and enforced by Sarasota County, shall be allowed upon any lot, nor as defined and enforced by Sarasota County, shall any use or practice which is a source of annoyance to residents, or which interferes with the peaceful possession and proper use of a residential lot by its residents be permitted.

7. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. Landscaping, including, but not limited to trees, bushes, shrubbery, and grass shall be regularly and properly maintained. Lots and lawns shall be mowed and trees, shrubbery and the like shall be trimmed and not permitted to become overgrown. Roofs shall be cleaned as needed. The purpose of this paragraph is to maintain a **community standard****. In the event a lot owner, and or its tenant or invitee, or an occupant of the lot/premises fails to maintain the premises as provided herein, provided the owner is sent two (2) written warnings, the Association may after fifteen (15) days from the date of delivery of the second (2nd) written warning/notice contract for hire, third parties to take reasonable action to correct such violation and the costs thereof shall be charged to the lot owner as an assessment. If such assessment/ charge is left unpaid after thirty (30) day notice, then the Association may institute collection efforts as provided herein for any regular unpaid assessment.

****Community Standard Definition, as adopted at SW Annual Meeting, 1/14/2020
on page 8 of Deed Restrictions (after the General Provisions).****

8. Domestic dogs and cats may be kept as household pets, but must be cared for in a humane manner, kept indoors at night, and shall not allowed to become a nuisance to others. Other small domestic animals must be kept indoors in cages or tanks, compatible with their nature. No animals of any type or kind shall be bred, raised, or kept for commercial purposes at any lot, residence or premise in the Subdivision. Dog runs, long narrow enclosures commonly used in kennels and electrified fences shall not be permitted in the Subdivision. Underground electrical systems, commonly called invisible fences, for pet control are acceptable.

9. No septic systems shall be allowed on any lot.

10. No wells may be drilled, except for those used solely for swimming pool or irrigation purposes.

11. All roofing materials must be approved by the Board. Roofs shall be constructed in accordance with the Florida Building Code, 2007 Edition, effective March 1, 2009, and any updates, and any subsequent additions, inserts, and updates; shall meet all requirements of Chapter 9, Roof Assemblies, or subsequent chapters defining roofs and roof structures; Approved roofing materials include both ceramic and cement tile in either a flat or barrel profile, slate, composition shingles equal to the top three grades (Camelot, Grand Canyon, and Country Mansion) of GAF-ELK Premium Designer Shingle Collection, metal shingles that emulate flat or barrel tile, and Key West style enameled metal sheathing, but shall not include wood shakes or shingles, or roll type or flat roof materials. The intent of this restriction is to maintain the aesthetics of the subdivision.

12. Every residential structure, including exterior wall finish, must be completed and ready for occupancy within ten (10) months from the time of beginning of construction. Allowance may be made by the Association for strikes, war, acts of God, or other occurrences beyond the control of the owner or contractor.

Owner shall show due diligence toward completion of the structure. Extension requests must be submitted in writing to the Board. Beginning construction shall be construed as clearing, dumping of fill, excavation or other alterations to an unimproved lot or to an existing structure being remodeled.

13. Each lot, after construction of a residence thereon, shall be landscaped and the driveways shall be completed not more than 60 sixty days after construction of the residence has been completed, or after receipt of a certification of occupancy. Allowance may be made by the Association for strikes, war, acts of God, or other occurrences beyond the control of the owner. Landscaping shall extend over the entire lot except that no landscaping shall be installed or existing vegetation growth disturbed in contravention of the Notice of Stipulations and Limitations Encumbering Real Property Pursuant to the Sarasota County Zoning Code, recorded in the Official Records Book 1459, Page 721 , Public Records of Sarasota County, Florida.

14. No gravel, blacktop or paved parking strips are to be constructed off the street that do not form a part of the driveway.

15. All garbage and trash containers and oil or liquefied fuel tanks shall be underground or placed in an enclosed area so that they shall not be visible from the adjoining properties or streets.

16. Real Estate Signs: One (1) real estate sign no larger than 12 inches by 18 inches shall be permitted on any lot. All real estate signage must be placed or located on the front edge of the lot and inboard of the sidewalk. The bottom portion of the signage cannot exceed two (2) feet above ground level and all signage and posts shall be constructed of aluminum, fiberglass or other suitable material approved by the Board. All signs must be maintained in good repair and condition. No riders on signage shall be permitted. Wording on the sign is restricted to no more than four (4) lines, to include "FOR SALE", the realtor/broker's name, address, telephone number and other necessary or legally required information. Garage and Estate Sale signs shall follow the same standards as realty signs. Garage and estate sales shall be limited to two (2) days once each year. One Garage or Estate Sale sign shall be permitted the days of the sale on the common ground and one on the owner's lot. All signage must be removed immediately after the conclusion of the sale. All other outside sales and advertising are prohibited to include, but not limited to, special interest messages, public advertising, and political signage within the Subdivision of Sorrento Woods. The Association shall be permitted to erect signage on public or common grounds of interest or of notice to members of the Association. Construction Signs: During any construction or improvement upon a lot in the Subdivision, the contractor may erect one (1) sign which shall provide for the contractor's name and any other pertinent or legally required information and may remain on the lot during the construction process. Once the construction or improvement is completed, the sign shall be removed. Signs Generally: All other signs to include but not limited to estate sale, garage sale, special interest, messages or any public advertisement messages are not permitted on any lot or on the common element areas of the Subdivision - Sorrento Woods.

17. No fences, hedges or other enclosures of any kind shall be maintained between the street and the front setback line of any lot. Hedges must be planted two (2) feet inside lot lines.

18. No improvements of any kind, including head walls, shall be constructed within street rights-of-way.

19. No fence shall be constructed over five feet in height. No part of any fence may project closer to the right-of-way of any contiguous street than specified for building in Section 5 (A), (B), and (C). Wood fencing is prohibited. All fencing must allow for the passage of air through the panels and shall not be more than 80% solid. No fencing shall extend beyond the owner's lot line. No clearing, grading, filling, removal of vegetation or commencement of construction of fencing shall occur on any lot unless and until plans, specifications, and elevations and plot plans prepared by a licensed surveyor have been approved by the Association. Disapproval of plans, specifications, elevations, or plot plans is at the absolute, sole and uncontrolled discretion of the Association, and may be for any reason, including aesthetics. All Association approvals must be in writing and signed by the appropriate Association Officer within 40 days from the date of submittal by the property owner. If the Association fails to respond in writing to the owner within the (40) forty day period, the plans, elevations, specifications, etc. are deemed to be approved and the Association shall have no recourse against the owner.

20. No Australian pines or Brazilian Pepper trees are to be planted, cultivated or maintained except as required by the Notice of Stipulations and Limitations Encumbering Real Property, pursuant to the Sarasota Zoning Code mentioned above.

21. With the exception of a construction shed during the construction of a residence, no structures of any kind shall be placed on any lot. An exception is playground equipment (swing, slide, etc.) However, prior approval of the Board of Directors is required before equipment is placed in any yard.

22. No concrete sea walls on navigable waters shall be built except those to allow reinforcement to prevent erosion as permitted by County code. No plantings of any nature nor any seawalls, riprap, shoring, erosion control devices, docks, wharves, pilings, or similar materials or structures shall be installed on the common ground surrounding the fresh water lakes in the Subdivision except at the direction of the Association.

23. No vehicles with conspicuous advertising of any format or size, commercial vehicles, golf carts, pickup trucks over three quarter ton load rating, motor homes, campers, boats, and trailers shall be parked within the Subdivision between the hours of midnight and 6 AM except within an enclosed garage. Vehicles parked in the driveway shall not obstruct any sidewalk. A recreational vehicle or boat may be parked in the driveway for one (1) night preceding and one (1) night post usage of a recreational vehicle or boat for the purpose of loading and unloading, no more frequently than once in any seven (7) day period. No repair work to any vehicle shall be permitted in the driveway unless it involves a minimal repair such as a battery replacement or tire change. All vehicles must have current tags, and if parked in the driveway must be in working condition. No vehicles may be parked on lawns, lawn strips, or vacant lots.

24. A lot owner shall be entitled to install and maintain one antenna for reception of direct broadcast satellite TV and/or video programming services, over-the-air local TV service, wireless cable service, and/or for reception and transmission of fixed wireless signals for data and/or for internet access. Said antenna may not exceed one meter in diameter, or one meter in length, or one meter in diagonal measurement. Said antenna may be mounted on a "mast" to reach the height needed to receive or transmit an acceptable quality signal (i.e., capable of maintaining line-of-sight contact with the transmitter or view of the satellite); however, the overall projection of the mast and antenna shall not exceed 12 feet in height above the apex of the lot owner's roofline due to safety and aesthetic concerns. Restrictions regarding the installation of an antenna shall conform to the Over the Air Reception Devices ("OTARD") Rule of Section 207 of the Federal Telecommunications Act of 1996, and amendments thereto, as the OTARD Rule applies to residential properties in a deed-restricted subdivision governed by a homeowner's association. The lot owner shall make every reasonable effort

to conceal the antenna or mast (as applicable) with landscape or other similar material so as to maintain the aesthetics of the neighborhood. Prior to installation, the association may reasonably regulate the placement of the antenna and/or mast to the rear of a house, provided such placement shall not prevent reception of an acceptable quality signal or impose unreasonable expense or delay. As of the date of adoption of this restriction, the OTARD Rule does not apply to antennas used for AM/FM radio, amateur (HAM) radio, citizen's band (CB) radio, or digital audio radio services (DARS); therefore, those antennas are prohibited from being installed on an owner's lot. Antennas in existence as of the date of adoption of this restriction shall be grandfathered-in, however; any replacement or alteration of such an antenna, or of such a mast and antenna combination, shall be required to conform to this restriction. ***(Amended and filed March 18, 2020)***

GENERAL PROVISIONS

1. Enforcement of these restrictions shall be by action against any person or person violating or attempting to violate any of these restrictions, either to restrain violation, recover damages or by mandatory injunction.

2. Invalidation of any portion of these restrictions by a judgment or Court Order, shall not affect the validity of any other of the restrictions, which shall remain in full force and effect.

3. These restrictions shall expire thirty (30) years from the date hereof. These restrictions shall be extended for successive periods often (10) years each unless the owners of a majority of all lots subject to these restrictions execute and record in the Public Records of Sarasota County, Florida, an instrument rescinding same.

4. No lot may be subdivided, and no portion of any lot may be sold or conveyed, except that the ASSOCIATION, may grant permission:
 - (A) To an owner of a vacant lot to simultaneously convey one-half (50%) of the vacant lot to the adjoining owners on each side, or,
 - (B) To join lots together to serve as one building site.

Permission of the ASSOCIATION shall be in writing shall be effective upon the recording of the instrument granting permission in the Public Records of Sarasota County, Florida. In the case of a permitted combination of one lot together with one-half (%) or all of another lot, the provisions of this Declaration of Restrictions shall apply to the combined properties as one lot.

5. **SORRENTO WOODS HOMEOWNERS' ASSOCIATION**, a Florida non-profit corporation hereafter referred to as the "ASSOCIATION" may enforce these restrictions and is responsible for the maintenance of street lighting throughout the subdivision, for the maintenance of the entrance gate(s) to the subdivision and for the maintenance of any property now or hereafter owned by the ASSOCIATION. The owner of each lot shall be members of the ASSOCIATION, as provided for in the ASSOCIATION's "Articles of Incorporation, and By-laws."

6. The ASSOCIATION is empowered to impose uniform assessments on a per lot basis without regard to size or location, for costs incurred or to be incurred by the ASSOCIATION in carrying out its duties. In the event the owner of a lot does not pay any assessment, the ASSOCIATION may institute legal proceedings for collection, shall notify the delinquent lot owner in writing giving 30 days from the date of notice to pay the assessment. Delinquent assessments to bear interest from the date due at the highest rate allowable by the laws of the State of Florida. The ASSOCIATION may file a lien on the lot for the unpaid assessment(s) and accrued interest. The ASSOCIATION shall be entitled to recover all its expenses incurred in collecting the delinquent assessment(s) and accrued interest, together with those costs incurred by the ASSOCIATION, together with reasonable attorney's fees at the trial and appellate levels.

7. The failure of the Association to enforce any rule or regulation herein in any given circumstance shall not constitute or be deemed a waiver of the Association's right to enforce any violation or restriction in the future and shall not otherwise prejudice the rights of the Association.

8. Each member of the Association, its guests, tenants, occupants or invitees and the Association are governed by and must comply with both the Homeowners Association Act, currently Chapter 720 of the Florida Statutes, and the governing documents of the Association, which documents are the Articles of Incorporation, Bylaws, Declaration and Rules and Regulations. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any member against: (a) The Association; (b) A member; (c) Any director or officer of the Association who willfully and knowingly fails to comply with these provisions, and: (d) Any tenants, guests, or invitees occupying a parcel or using the common area. The prevailing party of any litigation action shall be entitled to attorney's fees and court costs. This remedy is not the exclusive remedy for enforcement.

9. The Association may suspend, for a reasonable period of time, the rights of a member or members tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$100 per violation, against any member or tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$5,000 in the aggregate. In any action to recover a fine, the prevailing party is entitled its reasonable attorney's fees and costs from the non-prevailing party as determined by the court.

9A. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The requirements of this subsection do not apply to the imposition of fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.

9B. Suspension of common area use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

9C. In addition to the foregoing, the Board may initiate any legal action it deems necessary to either cure the violation or to collect the fine. In all actions provided for hereunder, the Association shall be entitled to a reasonable attorney's fee and court costs, at the trial and appellate level.

10. Any member who has not timely paid any homeowner association fee or assessment or any other charge owed to the Association as may be provided herein or in the Bylaws of the Association shall be considered in default. Assessments, fees and charges owed and not paid shall bear interest at 18%, or the highest rate permitted by law from the due date until payment is received by the Association. All payments on account received shall be applied first to accrued interest, then to any administrative late fee, to the assessment, fee or charge. The Association may also charge a late fee in addition to the interest of an amount not to exceed the greater of \$25.00 or 5% of the installment fee, assessment or charge for each such fee, assessment or charge for which payment is late. The Association has the right but not the obligation to accelerate any assessment or fee of a delinquent owner. Accelerated fees shall be due and payable when the Claim of Lien is filed. The Association shall have the right to place a lien on the lot/premises to secure payment for all fees, assessments or charges as provided in the Association Documents to include the Declarations and Bylaws.

****** Definition of Sorrento Woods Community Standards below: ******

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The standards below were, discussed, voted on and approved at the Annual SW Meeting, 1/14/2020. This gives our SW Board, Compliance Officer and residents, a guideline

COMMUNITY STANDARDS

Regular weekly mowing months of April through October, every two weeks in months November through March. Regular mowing also includes weed eating, edging sidewalks, and driveways, blowing lawn debris out of street, sidewalks and driveways back into lawns. Some residents do not have irrigation, so if the lawn is green and kept mowed regularly, it will be acceptable. Basically: Mow - Trim - Edge - & Blow on a regular basis.

Landscaping will be trimmed, and dead palm fronds removed. Any shrub impeding on the sidewalk must be kept trimmed back.

Repair any bare spots in lawns. We will suggest sod, but if homeowner will water regularly till seed is established that would also be acceptable.

Removal of tree and stumps: When a tree is removed, the stump also must be removed. If removing a live oak, Sarasota County needs to be contacted to check on "Grand" status, go to link: <https://www.scgov.net/government/planning-and-development-services/environmental-protection/environmental-permitting-and-projects>

Compliance only inspects from the street, if a neighboring resident has concerns about an adjoining yard, Compliance can be contacted.

Sidewalks and roofs need to be cleaned every two years, or more frequently if needed. An example given was a white roof would probably need to be cleaned more often, also some of the sidewalks and driveways get dark quicker than others.

Weeds and grass growing in cracks on sidewalks and driveways need to be sprayed and removed.

Boat, trailers, RV, golf carts and all recreational vehicles are prohibited from being parked in the driveway, front or back yard overnight. Recreational type vehicles may be parked in driveway one night preceding use and one night post use.

A good example for "Community Standard" are the Sorrento Woods common areas. We, as the board, must make sure our common areas are up to our "Community Standard".