

This Instrument Prepared By:  
James W. Mallonee  
JAMES W. MALLONEE, P.A.  
946 Tamiami Trail, #206  
Port Charlotte, FL 33953



CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
SORRENTO VILLAS SECTION 5, ASSOCIATION, INC.

The undersigned officer of Sorrento Villas Section 5, Association, Inc., a not for profit Florida Corporation organized under Chapters 617 and 718 of the Florida Statutes, and being the entity responsible for the operation of SORRENTO VILLAS SECTION 5, ASSOCIATION, INC., situated in Nokomis, Sarasota County, Florida, in accordance with the Declaration of Condominium recorded in Official Records Book 977, Page 1765, et. seq., of the Public Records of Sarasota County, Florida at a duly convened special meeting of the corporation on December 12, 2018, called in part for the attached purposes expressed in Exhibit A attached hereto, at which meeting a quorum of the unit owners was in attendance either in person or by proxy, and by requisite affirmative vote, have adopted the following amendment to the Declaration of Condominium, attached hereto as Exhibit A.

SORRENTO VILLAS ASSOCIATION,  
INC.

Patty Babich, Sec-  
Patty Babich, Secretary

[Signature]  
Witness Signature

DIAN CLEMENTS  
Witness Printed Name

[Signature]  
Witness Signature

JAMES W. MALLONEE  
Witness Printed Name

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 23 day of October, 2020, by PATTY BABICH, as Secretary of SORRENTO VILLAS SECTION 5, ASSOCIATION, INC., a Florida Corporation, on behalf of the Corporation. She is personally known to me or has produced a Florida Drivers License as identification.



Gina Fouquet  
Notary Public  
Gina Fouquet  
Printed Name

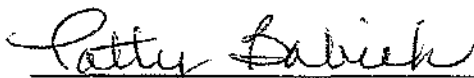
My Commission expires: 10/20/22

**SORRENTO VILLAS SECTION 5 CONDOMINIUM ASSOCIATION, INC.  
AMENDMENT TO THE DECLARATION OF CONDOMINIUM**

Certification of Approval at 2018 Annual Membership Meeting held on December 12, 2018.

Amendment Addition to Article 12.6 of the Sorrento Villas Section 5, a Condominium Declaration:

**Article 12.6 Leasing.** After approval of the Association elsewhere required, entire units may be rented, provided the occupancy is only the lessee and his family, his servants, and guests. A lease agreement shall be approved prior to the starting date of said lease by the Board of Directors. Owners shall own said unit no less than one year before a lease may begin. No rooms may be rented except as part of a unit or to another unit owner, and no transient tenants may be accommodated.



**Patty Babich**  
Secretary

EXHIBIT A

DECLARATION OF CONDOMINIUM

of

SORRENTO VILLAS,  
SECTION 5,A Condominium

MADE this 20th day of October, 1972, by C. E. PITTS and MARIE F. PITTS, hereinafter referred to as the "Developer", for themselves, their heirs, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

## ARTICLE 1.

Purpose. *AMENDED 5-11-2000*

1.1) Purpose. The purpose of this Declaration is to submit the lands described in this instrument and the improvements to be constructed thereon to the Condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, hereinafter called the Condominium Act.

## ARTICLE 2.

Identification.

2.1) Name and Address. The name by which this condominium is to be identified is SORRENTO VILLAS, SECTION 5, a Condominium, and its address is Nokomis, Florida.

2.2) The Land. The lands owned by Developer which are hereby submitted to the condominium form of ownership are the following described lands lying in Sarasota County, Florida:

A part of Tract W of Sorrento East Unit No. 3 in Section 23, Township 38 S, Range 18 E, as per plat thereof recorded in Plat Book 21, Page 12B, Public Records of Sarasota County, Florida, being more particularly described as follows:

Commence at the NE corner of said Tract W, being

also the NE corner of the NW 1/4 of the NE 1/4 of said Section 23; run thence S 0°05'09" W along the east line of said Tract W, being also the east line of said NW 1/4 of the NE 1/4, 290' to the southerly right of way line of the proposed eastwardly extension of Rubens Drive for a Point of Beginning; thence westwardly along said southerly right of way line the following calls and distances; westwardly along the arc of a curve whose center bears 325', N 0°22'54" E of said Point of Beginning, having a radius of 325' and a central angle of 0°01'22", 0.13' to the point of tangency; thence N 89°37'06" W, 261.94' to the point of curvature of a curve to the right; thence northwestwardly along the arc of said curve, having a radius of 525' and a central angle of 15°30'11", 142.05' to the point of tangency; thence N 74°06'55" W, 503.96' to the point of curvature of a curve to the left; thence westwardly along the arc of said curve, having a radius of 275' and a central angle of 35°23'06", 169.84' to the point of tangency; thence S 70°29'59" W, 24.30' to the southerly right of way line at the end of the existing Rubens Drive, as shown on said plat of Sorrento East Unit No. 3; thence continue S 70°29'59" W along said existing southerly right of way line, 50' more or less to the centerline of a creek lying between said Tract W and Lots 1, 2, 3, 4, and 5, Block N of said Sorrento East Unit No. 3; thence southeastwardly along the meanders of said creek 440' more or less to the southeasterly corner of said Lot 5; thence continue along the westerly line of said Tract W the following calls and distances; N 35°41'09" E, 71.77' more or less; S 46°53'56" E, 624.53'; S 36°15'26" E, 178'; S 11°22'41" E, 176.07'; S 54°47'18" E, 154.77' to the westerly right of way line at the end of Signorelli Drive as shown on said plat of Sorrento East Unit No. 3; thence northeastwardly along the proposed extension of said right of way of Signorelli Drive, along a curve to the right whose center bears 225' S 72°49'33" E, having a radius of 225' and a central angle of 42°34'06", 167.17' to the aforementioned east line of Tract W; thence N 0°05'09" E along said east line 830.16' to the Point of Beginning and containing 12.98 acres more or less.

TOGETHER with a 50' access and utility easement (proposed Rubens Drive extension) described as a 50' wide strip of land in Tract W of Sorrento East

Unit No. 3 as per plat thereof recorded in Plat Book 21, Page 12B, Public Records of Sarasota County, Florida, lying along the northerly line of Sorrento Villas Section 5, beginning at the end of the existing Rubens Drive as shown on said plat of Sorrento East Unit No. 3 and running eastwardly along said northerly line of Sorrento Villas Section 5 to the east line of said Tract W. Developer reserves the right to dedicate the said 50' wide strip of land as a public road and upon such dedication the easement hereby granted shall terminate.

TOGETHER with a 50' access and utility easement (proposed Signorelli Drive extension) described as a 50' wide strip of land in Tract W of Sorrento East Unit No. 3 as per plat thereof recorded in Plat Book 21, Page 12B, Public Records of Sarasota County, Florida, lying along the southeasterly line of Sorrento Villas Section 5, beginning at the end of the existing Signorelli Drive as shown on said plat of Sorrento East Unit No. 3 and running north-eastwardly along said southeasterly line of Sorrento Villas Section 5 to the east line of said Tract W. Developer reserves the right to dedicate the said 50' wide strip of land as a public road and upon such dedication the easement hereby granted shall terminate.

SUBJECT to the reservation by Developer of a perpetual easement for pedestrian and vehicular ingress and egress over and across the streets designated Villa Park Drive, Rousseau Drive, Modigliani Drive and Miro Circle on the survey attached hereto as Exhibit A for the benefit of other lands owned by Developer, Developer's heirs, grantees and assigns.

which lands are herein called "the land".

### ARTICLE 3. Definitions.

3.1) Definitions. The terms used in this Declaration and its exhibits shall have the meaning stated in the Condominium Act and as hereinafter provided, unless the context otherwise requires.

3.2) Unit. Unit means a part of the condominium property which is to be subject to private ownership.

3.3) Unit Owner. Unit owner or owner of a unit means the owner of a condominium parcel.

3.4) Association. Association means SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., and its successors.

3.5) Common Elements. The common elements shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

3.6) Common Expenses. The common expenses include:

(a) Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of units to be maintained by the Association.

(b) Expenses declared common expenses by provisions of this Declaration or the Bylaws.

(c) Any valid charge against the condominium property as a whole.

3.7) Condominium. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

3.8) General Common Elements. General common elements means and includes all common elements other than limited common elements.

3.9) Limited Common Elements. Limited common elements means and includes those common elements which are reserved for use of a certain Unit or Units to the exclusion of other Units, and specifically includes, but is not limited to, the parcels upon which the Units are located.

3.10) Parcel. The parcels are that portion of the Condominium property upon which the Units are constructed and which are numbered 501 through 544 on the survey attached hereto as Exhibit "A". A parcel is also referred to as a building site.

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

3.12) Utility Services. As used in the Condominium Act and as construed with reference to this Condominium, and as

used in the Declaration and Bylaws, utility services shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air-conditioning and garbage and sewage disposal.

ARTICLE 4.  
Development Plan.

4.1) Development Plan. The Condominium is described and established as hereinafter provided.

4.2) Survey. A survey of the land is attached hereto as Exhibit "A".

4.3) Plans. Construction of improvements upon the land shall be substantially in accordance with the plans and specifications therefor prepared by James C. Padgett, Architect, Sarasota, Florida. A detail showing the dimensions of the Units, limited common elements and common elements and their locations is part of the survey attached hereto as Exhibit "A".

4.4) Construction of Additional Units. The Developer reserves the right for himself, and his assignees, to construct Units on the parcels or building sites numbered 501 through 544, as shown on the survey attached hereto as Exhibit "A", together with appurtenant driveways and walkways, without interference during the construction and sale. This Declaration may be amended by the Developer by the filing of such additional plans as may be required to adequately describe the improvements of the Condominium and in order to show the completion of improvements. Such completion may be shown by a Certificate of an architect, engineer or surveyor certifying that the contemplated improvements have been constructed substantially as herein represented. Such plans or Certificate when signed and acknowledged by the Developer, shall constitute an Amendment of this Declaration, without approval of the Association, Unit owners, or lienors, or mortgagees of Units or of the Condominium whether or not elsewhere required for amendment.

4.5) Alteration of Unit Plans. The Developer reserves the right to change the interior design and arrangements of all Units and to alter the boundaries between Units, so long as the Developer owns the Units so altered. If the Developer shall make any changes in Units so authorized, such changes shall be reflected by an Amendment of this Declaration. If more than one Unit is concerned, Developer shall apportion between the Units the shares in the common elements which are appurtenant to the Units concerned.

4.6) Amendment of Declaration. An Amendment of this Declaration reflecting such alteration of Unit plans by Developer



need be signed and acknowledged only by the Developer and need not be approved by the Association, Unit owners, lienors, or mortgagees of Units, or of the Condominium, whether or not elsewhere a requirement for amendment.

4.7) Easements. Easements for utilities are reserved through the Condominium property as may be required, to construct and maintain lines and appurtenances upon, over or under the Condominium property, provided, however, such easements through a Unit shall be according to the plans and specifications for the Unit or as the Unit is constructed, unless approved in writing by the Unit owners.

4.8) Improvements. It is contemplated that the Condominium shall include forty-four (44) Units on the parcels or building sites as indicated upon the survey attached hereto as Exhibit "A". Such Units as are constructed must be substantially in accordance with the plans and specifications approved by the Developer. The Condominium will also include other facilities which will be part of the common elements, all of which shall be located substantially as shown on the Plat attached hereto as Exhibit "A".

4.9) Unit Boundaries. <sup>→ AMENDED 5-11-2000</sup> A Unit shall consist of space bounded by a vertical projection of the respective Unit boundary lines shown on the Plat attached hereto as Exhibit "A" representing the surface of the outside finished walls where applicable, and from the plane of the bottom of the foundation of the structure to the plane of the roof and shall include the roof overhang, eaves, window sills, porches, stoops, all projecting integral parts of the structure, and that portion of any carport and screened cage lying within the boundaries of the Unit extended, whether indicated on the Plat or not.

4.10) Common Elements. The common elements include the land and all other parts of the Condominium not within the Units.

ARTICLE 5.  
The Units

5.1) The Units. The Units of the Condominium are more particularly described and the rights of their owners established as hereinafter provided.

5.2) Unit Numbers. There are forty-four (44) Units in the Condominium numbered 501 to 544 inclusive. Each Unit is located substantially as shown on the Plat attached hereto as Exhibit "A".

5.3) Appurtenances to Units. The owner of each Unit shall own a share and certain interests in the Condominium property which share and interests are appurtenant to his Unit, including but not limited to the following items that are appurtenant to the Units as indicated:

(a) Limited Common Elements. The exclusive use of the limited common elements, including but not limited to the parcel upon which the Unit is located.

(b) General Common Elements and Surplus. The undivided share in the land and other common elements and in the common surplus which are appurtenant is as follows: an undivided 1/44 share to each Unit.

(c) Easement. Easements for the benefit of the Unit.

(d) Association Membership. The membership of each Unit owner in the Association and the interest of each Unit owner in the funds and assets held by the Association.

5.4) Liability for Common Expenses. Each Unit owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his Unit.

#### ARTICLE 6.

##### Maintenance, Alteration and Improvement.

6.1) Maintenance, Alteration and Improvement. The responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvement thereof, shall be as hereinafter provided.

6.2) By the Association. <sup>→ AMENDED 5-11-2000</sup> The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of a Unit, except interior surfaces, contributing to the support of the Unit, which portions shall include but not be limited to, the outside walls of the Units and all floor slabs and roofs.

(b) All conduits, ducts, plumbing, wiring and other facilities for furnishing of utility

services contained in the portions of a Unit maintained by the Association, and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which contained.

(c) All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association.

6.3) By the Unit Owner. <sup>AMENDED 5-11-2000</sup> The responsibility of the Unit owner shall be as follows:

(a) To maintain, repair and replace, at his expense, all portions of his Unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other Units.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Unit.

(c) To promptly report to the Association any defects or need for which the Association is responsible.

6.4) Alteration and Improvement of the Units. Except as elsewhere reserved to Developer, neither a Unit owner nor the Association shall make any alterations in the portions of a Unit that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Unit, or impair any easement, without first obtaining approval in writing of owners of all Units in which such work is to be done, and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of the work.

6.5) Covenant against Partition. In order to preserve the Condominium, the common elements shall remain undivided and no Unit owner nor any other person shall bring any action for partition or division of the whole, or any part thereof, of the common elements so long as any Unit in useful condition exists upon the land.

6.6) Non-exclusive Possession. Each Unit owner and the Association may use the common elements for the purposes for

which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other Unit owners.

6.7) <sup>→ AMENDED 5-11-2000</sup> Maintenance and Operation of Common Elements.

The maintenance and operation of the common elements, including the general common elements and the limited common elements, shall be the responsibility of the Association and a common expense.

6.8) <sup>→ AMENDED 5-11-2000</sup> Alteration and Improvement of Common Elements.

After the completion of the improvements included in the common elements, including the general common elements and the limited common elements, contemplated by this Declaration, there shall be no alteration or further improvement of such common elements, without prior approval in writing of all of the Unit owners, provided, however, that any alterations or improvement of the general common elements bearing the approval in writing of not less than 75% of the Unit owners and which does not prejudice the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the initial cost thereof. There shall be no change in the shares and rights of a Unit owner in the common elements which are altered or further improved, whether or not the Unit owner contributes to the costs thereof.

ARTICLE 7.  
Assessments.

7.1) Assessments. The making and collection of assessments against Unit owners for common expenses shall be pursuant to the Bylaws and subject to the provisions hereinafter provided.

7.2) Share of Common Expenses. Each Unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, such shares being the same as his undivided share in the common elements, general and limited.

7.3) <sup>→ AMENDED 5-11-2000</sup> Interest; Application of Payments. Assessments and installments on such assessments paid on or before 10 days after the date when due, shall not bear interest, but all sums not paid on or before 10 days after the date when due shall bear interest at the rate of 10% per annum from the date when due until paid. All payments upon account shall be first applied to interest, then to the assessment payment first due. All interest collected shall be credited to the general expense account.

7.4) Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

7.5) Rental Pending Foreclosure. In any foreclosure of a lien for assessments, the owner of a Unit subject to the lien shall be required to pay reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same.

ARTICLE 8.  
Association.

8.1) Association. The operation of the Condominium shall be by SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions hereinafter set forth.

8.2) Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "B".

8.3) Bylaws. The Bylaws of the Association shall be the Bylaws of the Condominium, a copy of which is attached as Exhibit "C".

8.4) Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to Unit owners for injury or damage other than the cost of maintenance and repair caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

8.5) Restraint upon Assignment of Shares and Assets. The share of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit.

8.6) Approval or Disapproval of Matters. Whenever a decision of a Unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

ARTICLE 9.  
Insurance.

9.1) Insurance. The insurance other than title insurance which shall be carried upon the Condominium property and the property of the Unit owners shall be governed by the provisions hereinafter set forth.

9.2) Authority to Purchase. *→ AMENDED 5-11-2000* All insurance policies upon the Condominium property shall be purchased by the Association for the benefit of the Association and the Unit owners and their mortgagees as their interests may appear. Provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Unit owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

9.3) Casualty. *→ AMENDED 5-11-2000* All buildings and improvements upon the land and all personal property included in the Condominium property shall be insured in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against

(a) Loss or damage by fire and other hazards covered by a standard extended endorsement, and

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief.

9.4) Public Liability. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with crossliability endorsement to cover liability of the Unit owners as a group to a Unit owner.

9.5) Workmen's Compensation. Workmen's Compensation insurance shall be carried to meet the requirements of law.

9.6) Other Insurance. The Association shall carry such other insurance as the Board of Directors shall determine from time to time to be desirable.

9.7) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

9.8) Insurance Trustee; Share of Proceeds. <sup>AMENDED 5-11-2000</sup> All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to any bank in Florida with trust powers, as may be designated as Insurance Trustee by the Board of Directors of the Association, which Trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

(a) General common elements. Proceeds on account of damage to common elements, including general common elements and limited common elements - an undivided equal share for each Unit owner for each Unit owned by him.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit owner, which cost shall be determined by the Association.

(2) When the building is not to be restored - an undivided equal share for each Unit owner for each Unit owned by him.

(c) Mortgagees. In the event a mortgage endorsement has been issued as to a Unit, the share of the Unit owner shall be held in trust for the mortgagee and the Unit owner as their interests may appear; provided, however, that no mortgagee shall have the right to determine or participate in the

determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to a Unit owner and mortgagee pursuant to the provisions of this Declaration.

9.9) Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.

(d) Certificate. In making distribution to Unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Unit owners and their respective shares of distribution.

9.10) Association as Agent. The Association is irrevocably appointed agent for each Unit owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the condominium property to adjust all claims



arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

ARTICLE 10.

Reconstruction or Repair After Casualty

10.1) Determination to reconstruct or repair. If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common element. If the damaged improvement is a common element, either general common element or limited common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) Unit. If the damaged improvement is a Unit, the following will apply:

(1) Lesser Damage. If the damaged improvement is one or more Units and if more than fifty percent (50%) of the Units are found by the Board of Directors to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(2) Major Damage. If the damaged improvement is one or more Units and if more than fifty percent (50%) of the Units are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the Units agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not

the damaged property is to be reconstructed or repaired.

10.2) Plans and Specifications. Any such reconstruction or repair must be substantially in accordance with the plans and specifications for the original unit, or according to plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld.

10.3) Responsibility. <sup>→ AMENDED 5-11-2000</sup> If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit owner, then the Unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

10.4) Estimate of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty.

10.5) Assessments. <sup>→ AMENDED 5-11-2000</sup> If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Unit owners who own the damaged property, and against all Unit owners in the case of damage to the common elements, including general common elements and limited common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to common elements, including general common elements or limited common elements, shall be in proportion to the owner's share in the common elements, general and limited.

10.6) Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that are the responsibility of the Association is more than \$5,000, then the sums paid upon such

assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessment and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against the Unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit owner shall be paid by the Insurance Trustee to the Unit owner, or if there is a mortgagee endorsement, then to the Unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) Association-lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association-major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000, then the construction fund shall be discharged in payment of such costs in the manner required by the Board

of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus. It shall be presumed that the first money disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund was established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect, or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a Unit owner, and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance

policy the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

ARTICLE 11.  
Taxes and Special Assessments

11.1) <sup>→ AMENDED 5-11-2000</sup> Anticipated Assessments. It is anticipated that taxes and special assessments upon the Condominium property will be assessed by the taxing authorities as follows:

(a) Upon each Unit - to the owner of the Unit.

(b) Upon common elements, including general common elements - to the Association.

11.2) When assessed otherwise. Any taxes and special assessments upon the Condominium property which are not so assessed shall be included in the budget of the Association as current expenses and shall be paid by the Association as a common expense.

11.3) Return for taxation. The Association shall make a return of all Units for taxation in the names of the respective owners. Such return shall show each Unit owner's share in the parcel in which his Unit is located as being the share which the Unit owner owns in the limited common elements which are appurtenant to the Units in that parcel.

ARTICLE 12.  
Use Restrictions.

12.1) Use Restrictions. The use of the property of the Condominium shall be in accordance with the provisions hereafter set forth, so long as the Condominium exists and the Units in useful condition exist upon the land.

12.2) Unit. Each of the Units shall be occupied only by an owner, his servants and guests, as a residence and for no other purpose. Except as reserved by the Developer, no Unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first

amending this Declaration to show the changes in the Units to be affected thereby.

12.3) Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

12.4) Nuisances. No nuisance shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his Unit or of the common elements which will increase the rate of insurance upon the Condominium property.

12.5) Lawful use. No immoral, improper, offensive, or unlawful use shall be made of the Condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.6) Leasing. After approval of the Association elsewhere required, entire Units may be rented, provided the occupancy is only by the lessee and his family, his servants and guests. No rooms may be rented except as a part of a Unit or to another Unit owner, and no transient tenants may be accommodated.

12.7) Regulations. Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Association, in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit owners and residents of the Condominium, upon request.

12.8) Proviso. Provided, however, that until Developer has closed the sales of all of the Units of the Condominium, and all contemplated improvements have been completed, neither the Unit owners nor the Association nor the use of the Condominium property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property, and the display of signs.

ARTICLE 13.

Maintenance and Community Interests

13.1) Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any owner other than Developer shall be subject to the following provisions so long as the Condominium exists and the Units in useful condition exist upon the land, which provisions each Unit owner covenants to observe.

13.2) Transfer subject to approval. The following transfers shall be subject to approval:

(a) Sale. No Unit owner may dispose of a Unit or any interest therein by sale, without approval of the Association, except to another Unit owner.

(b) Lease. No Unit owner may dispose of a Unit or any interest therein by lease, without approval of the Association, except to another Unit owner.

(c) Gift. If any Unit owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any Unit owner shall acquire his title by devise or inheritance the continuance of his ownership of his Unit shall be subject to the approval of the Association.

(e) Other Transfers. If any Unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

13.3) Approval by Association. The approval of the Association which is required for the transfer of ownership of Units shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A Unit owner intending to make a bona fide sale of his Unit, or any interest therein, shall give to the Asso-

ciation notice of such intention, together with the name and address of the intended purchaser, and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the Unit owner's option may include a demand by the Unit owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. A Unit owner intending to make a bona fide lease of his Unit, or any interest therein, shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

(3) Gift, Devise or Inheritance; Other Transfers. A Unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure to give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.



(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary, in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary, in recordable form which at the election of the Association shall be delivered to the lessee, and shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the lessee.

(3) Gift, Devise or Inheritance; Other Transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit owner's ownership of his Unit. If approved the approval shall be stated in a certificate executed by the President and Secretary, in recordable form, and shall be delivered to the Unit owner and shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the Unit owner.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit owner or purchaser of a Unit is a corporation, the approval of ownership by the corporation may be conditioned upon requir-

ing that all persons occupying the Unit be also approved by the Association.

13.4) Disapproval by Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit owner shall so demand, then within 30 days after receipt of such notice and information the Association shall deliver or mail by certified mail to the Unit owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration, in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within 30 days after the delivery or mailing or said agreement to purchaser, or within 10 days, after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its President and Secretary and approving the purchaser shall be

recorded in the Public Records of Sarasota County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the Unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the purchaser.

(b) Lease. If the proposed transaction is a lease the Unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift, Devise or Inheritance; Other Transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt from the Unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit owner an agreement to purchase by a purchaser approved by the Association, who will purchase and to whom the Unit owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered

in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within 10 days following the determination of the sale price.

(4) A certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as herein provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the Unit owner.

13.5) Mortgage. No Unit owner may mortgage his Unit nor any interest therein without the approval of the Association except to a bank, life insurance company or a federal savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association, or may be arbitrarily withheld.

13.6) Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer or purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagee or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited

to, execution sale, foreclosure sale, judicial sale or tax sale.

13.7) Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

ARTICLE 14.  
Compliance and Default.

14.1) Compliance and Default. Each Unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time; failure of a Unit owner to comply therewith shall entitle the Association or other Unit owners to the relief, hereinafter provided, in addition to the remedies provided by the Condominium Act.

14.2) Negligence. A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit owner shall pay the Association the amount of any increases in its insurance premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements by the Unit owner.

14.3) Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit owner to comply with the terms of the Declaration, the Bylaws or the Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

14.4) No Waiver of Rights. The failure of the Association or any Unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

ARTICLE 15.  
Amendments.

15.1) Amendments. Except as elsewhere provided otherwise,

this Declaration of Condominium may be amended in the manner hereinafter set forth.

15.2) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

15.3) Resolution of Adoption. <sup>AMENDED 2-28-2000</sup> A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) not less than 80% of the votes of the entire membership of the Association; or

(c) until the first election of Directors only by all of the Directors, provided the amendment does not increase the number of Units nor alter the boundaries of the common elements.

15.4) Proviso. Provided, however, that no amendment shall discriminate against any Unit owner nor against any Unit or class or groups of Units, unless the Unit owner so affected shall consent; and no amendment shall change any Unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common elements, unless the record owner of the Unit and all record owners of liens thereon shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty", unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment.

15.5) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by all officers of the Association with all the formalities of a deed. The amendment shall be effective when such certificate

and a copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

ARTICLE 16.  
Termination.

16.1) Termination. The Condominium may be terminated in the manner hereinafter provided, in addition to the manner provided by the Condominium Act.

16.2) Destruction. If it is determined in the manner elsewhere provided that the Unit buildings shall not be reconstructed because of major damage, the Condominium Plan of ownership will be thereby terminated without agreement.

16.3) Agreement. The Condominium may be terminated by the approval in writing of all of the owners of the Units therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of all mortgages upon the Units, are obtained in writing, not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased, of an agreement to purchase signed by the record owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of

agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrator shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitration may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

16.4) Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Sarasota County, Florida.

16.5) Shares of Owners after Termination. After termination of the Condominium the Unit owners shall own the Condominium property and all assets of the Association as tenants-in-common, in undivided shares, and their respective mortgages and liens shall have mortgages and liens upon the respective undivided shares of the Unit owners. Such undivided shares in the common elements appurtenant to the owners' Units prior to the termination.

16.6) Amendment. This section concerning termination cannot be amended without consent of all Unit owners and all record owners of mortgages upon Units.

ARTICLE 17.  
Severability.

17.1) Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions thereof.



IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

*[Signature]*

*[Signature]* (SEAL)  
C. E. PITTS

*[Signature]*

*[Signature]* (SEAL)  
MARIE F. PITTS

STATE OF FLORIDA )  
COUNTY OF SARASOTA )SS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared C. E. PITTS and MARIE F. PITTS, to me known to be the persons described in and who executed the foregoing Declaration of Condominium and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of October, 1972.

*[Signature]*  
Notary Public

My Commission Expires:

Notary public, State of Florida at large  
My Commission expires June 17, 1975



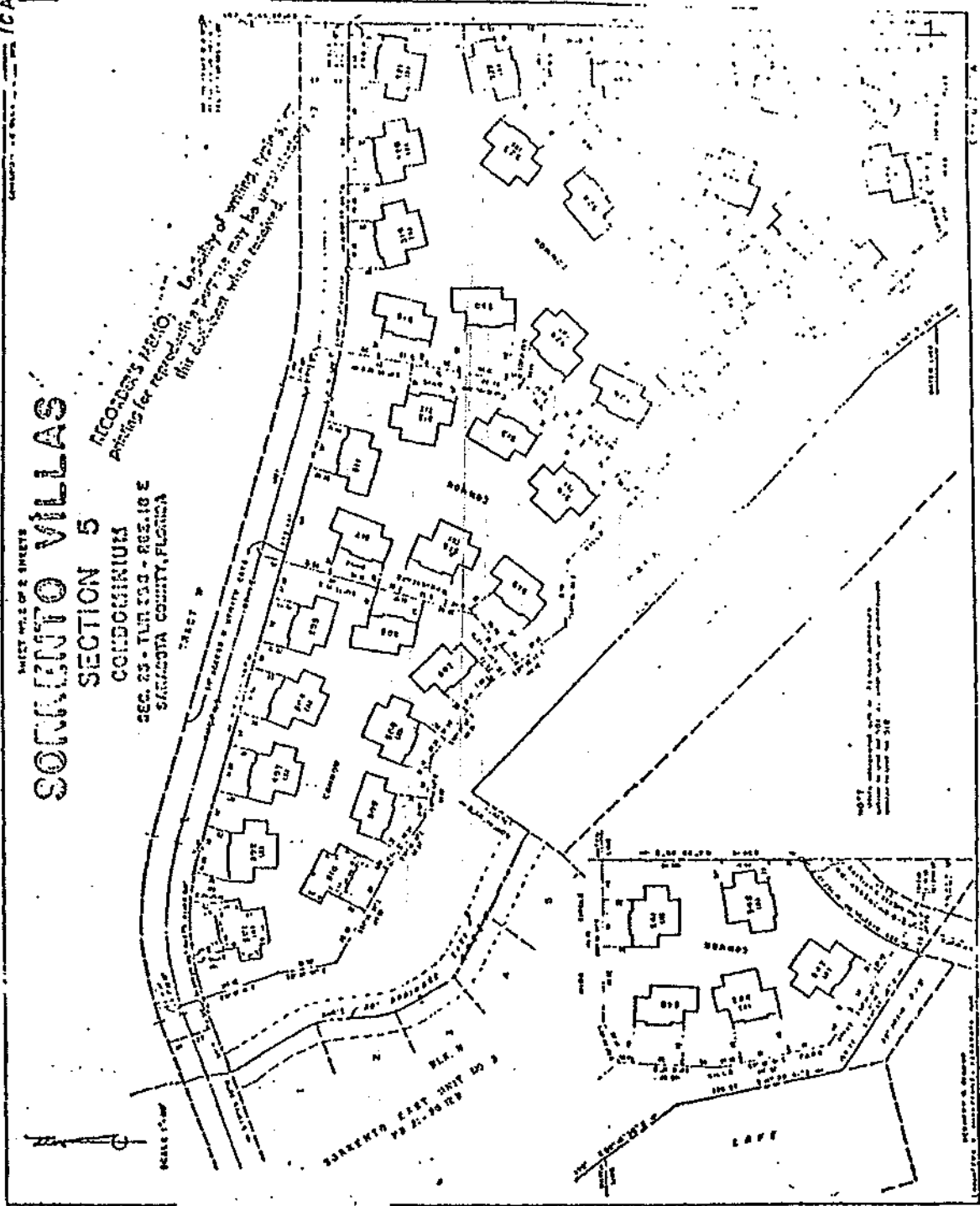


977 c1793

ICA

SHEET NO. 1 OF 2 SHEETS  
**SOMENTO VILLAS**  
 SECTION 5  
 CONDOMINIUM  
 SEC. 23 - TWP. 13 N - R2E. 10 E  
 SARCOSTA COUNTY, FLORIDA

RECORDS' MEMO  
 Planning for representation  
 this document when issued  
 Locality of writing, here  
 may be inconsistent



977 c1793

DECLARATION OF CONDO  
AMENDED  
2-28-2000

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2000023725 3 PGS  
2000 FEB 28 06:00 PM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
DCOURSEY Receipt#015121



2000023725

3  
Rec.: \$15.00

①

5  
This Instrument Prepared By:  
HARLAN R. DOMBER, ESQUIRE  
LAW OFFICE OF HARLAN R. DOMBER, P.A.  
3900 Clark Road, Suite L-1  
Sarasota, Florida 34233  
(941) 923-9930

**CERTIFICATE OF AMENDMENT TO  
THE DECLARATION OF CONDOMINIUM OF  
SORRENTO VILLAS, SECTION 5,  
ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

The Unit Owners/Members of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida not-for-profit corporation organized under Chapters 617 and 718 of the Florida Statutes, and being the entity responsible for the operation of SORRENTO VILLAS, SECTION 5, CONDOMINIUM, situated in Nokomis, Sarasota County, Florida, in accordance with the Declaration of Condominium recorded in Official Records Book 977, Page 1765, et seq., of the Public Records of Sarasota County, Florida, at the duly convened annual meeting of the corporation on February 3, 2000, called in part for the below-described purpose, at which a quorum of the unit owners was in attendance, and by a vote of 42 in favor of the amendment, -0- opposed and -0- abstention(s), have adopted the following amendment to the Declaration of Condominium, to wit:

**ARTICLE 15 OF THE DECLARATION OF CONDOMINIUM, ENTITLED "AMENDMENTS", at Section 15.3 thereof, "RESOLUTION OF ADOPTION", is hereby amended as follows:**

**15.3) Resolution of Adoption.** A resolution adopting a proposed amendment may be proposed by either by the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) not less than 75% a majority of the entire membership of the Board of Directors and by not less than 75% two-thirds (2/3) of the votes of the entire

membership of the Association at a duly called and convened Association meeting; or

(b) not less than 80% of the votes of the entire membership of the Association; or

(c) ~~until the first election of Directors only by all of the Directors,~~ provided the amendment does not increase the number of Units nor alter the boundaries of the common elements.

KEY: Words underlined are additions to the existing Declaration of Condominium. Words struck through are deletions to the existing Declaration of Condominium.

Such action was taken subsequent to a meeting of the Board of Directors, who, by a unanimous vote, adopted a similar resolution.

EXECUTED this 3rd day of February, 2000, in the name of the Corporation by its President and its Secretary, who declare under the penalties of perjury that the facts stated herein are true.

SORRENTO VILLAS, SECTION 5,  
ASSOCIATION, INC.

WITNESSES:

#1 sign: [Signature]  
#1 print: HARLAN K. FRIDDLE

By: [Signature]  
HARLAN FRIDDLE, President

#2 sign: [Signature]  
#2 print: Joseph J. Reublis

ATTESTED TO:


By: [Signature]  
LINDA MONTGOMERY, Secretary

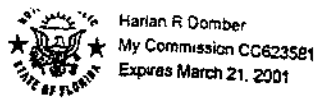
(CORPORATION SEAL)



STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of February, 2000, by HARLAN FRIDDLE and LINDA MONTGOMERY, as President and Secretary, respectively, of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said Corporation and who acknowledged before me that the execution thereof is their free act and deed. They (notary choose one) [  ] are personally known to me or [  ] have produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Signature of Notary Public



\_\_\_\_\_  
Print name of Notary Public, affix seal, and state  
Notary's commission number and expiration  
date

**DECLARATION OF CONDO  
AMENDED  
5-11-2000**



RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2000059724 8 PGS  
2000 MAY 11 04:45 PM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
DCOURSEY Receipt#037772



Rec.: \$37.50

This Instrument Prepared By: <sup>(1)</sup>  
HARLAN R. DOMBER, ESQUIRE  
LAW OFFICE OF HARLAN R. DOMBER, P.A.  
3900 Clark Road, Suite L-1  
Sarasota, Florida 34233  
(941) 923-9930

**CERTIFICATE OF AMENDMENTS TO  
THE DECLARATION OF CONDOMINIUM OF  
SORRENTO VILLAS, SECTION 5,  
ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

The Unit Owners/Members of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida not-for-profit corporation organized under Chapters 617 and 718 of the Florida Statutes, and being the entity responsible for the operation of SORRENTO VILLAS, SECTION 5, CONDOMINIUM, situated in Nokomis, Sarasota County, Florida, in accordance with the Declaration of Condominium recorded in Official Records Book 977, Page 1765, et seq., of the Public Records of Sarasota County, Florida, at a duly convened special meeting of the corporation on March 16, 2000, called in part for the below-described purposes, at which meeting a quorum of the unit owners was in attendance either in person or by proxy, and by the requisite affirmative vote, have adopted the following amendments to the Declaration of Condominium, to wit:

1. ARTICLE 1, ENTITLED "PURPOSE", at Section 1.1 thereof, "PURPOSE", is hereby amended as follows:

1.1) Purpose. The purpose of this Declaration is to submit the lands described in this instrument and the improvements to be constructed thereon to the Condominium form of ownership and use in the manner provided in Chapter ~~711~~ 718, Florida Statutes, and future amendments thereto, hereinafter called the Condominium Act.

\*\*\*\*\*

2. ARTICLE 4, ENTITLED "DEVELOPMENT PLAN", at Section 4.9 thereof, "UNIT BOUNDARIES", is hereby amended as follows:

4.9) Unit Boundaries. A Unit shall consist of space bounded by a vertical projection of the respective Unit boundary lines shown on the Plat attached hereto as Exhibit "A" representing the surface of the outside finished walls where applicable, and from the plane of the bottom of the foundation of the structure to the plane of the roof and shall include the roof overhang, eaves, window sills, porches, stoops, all projecting integral parts of the structure, and that portion of any carport or screened cage, enclosed courtyard or partially enclosed patio lying within the boundaries of the Unit extended, and the Unit's driveway, gutters and downspouts, whether indicated on the Plat or not.

\*\*\*\*\*

3. ARTICLE 6, ENTITLED "MAINTENANCE, ALTERATION AND IMPROVEMENT", at Section 6.2 thereof, "BY THE ASSOCIATION", is hereby amended as follows:

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6.2) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(a) All roofs; exterior walls; outer sills; painting of exterior walls, stucco, exterior wood trim, and exterior surfaces of the front entry door, small entrance doors, overhead garage door, soffits and fascia, to the extent such surfaces are paintable; and the sidewalks, driveways, streets and other general common elements; provided, however, the Association's responsibility for repair or replacement of a sidewalk and/or driveway shall be restricted to alleviating a hazardous condition as determined in the reasonable opinion of the Board of Directors and such repair or replacement shall be made using concrete. All cosmetic repairs and the restoration of a decorative surface of a sidewalk and/or driveway, if made of a material other than concrete, shall be performed by the affected Unit owner at the Unit owner's expense portions of a Unit, except interior surfaces, contributing to the support of the Unit, which portions shall include but not be limited to, the outside walls of the Units and all floor slabs and roofs.

(b) All conduits, ducts, plumbing, sewer pipes, wiring and other facilities for furnishing of utility services contained outside the exterior face of the exterior walls of each unit and within or under the floor slab of each unit (except as limited by the terms of Subsection 6.3(d) of the Declaration of Condominium) and in the general common elements portions of a Unit maintained by the Association, and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which contained.

(c) All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association.

(d) All plantings located in the general common elements which were installed either by the Developer prior to turnover of control of the Association, or by the Board of Directors.

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4. ARTICLE 6, ENTITLED "MAINTENANCE, ALTERATION AND IMPROVEMENT", at Section 6.3 thereof, "BY THE UNIT OWNER", is hereby amended as follows:

6.3) By the Unit Owner. The responsibility of the Unit owner shall be as follows:

(a) To maintain, repair and replace, at his the Unit owner's expense, all gutters and downspouts; windows, window frames and hardware; the inner sills; sliding glass doors and frames and tracks therefor; the overhead garage door; the front entry door, small entrance door(s) and all other doors; all screens; all conduits, ducts, plumbing, sewer pipes, wiring and other facilities for furnishing of utility services contained inside the Unit and within the exterior face of the exterior walls; all insect control (including but not limited to

termite treatment and repairs for damage caused by wood destroying organisms; all outdoor lighting; all plantings beneath the eave of the Unit's roof; all plantings in the common elements for which the Unit owner received the Developer's permission prior to turnover of control of the Association or the Board of Directors' permission to install or which had been planted by a predecessor in title to the Owner's Unit (except that in the event any such planting is removed it may not be replaced and the ground must be sodded at the Unit owner's expense unless the Board of Directors approves the installation of a replacement planting); the limited common elements appurtenant to the Unit; and all other portions of his the Unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other Units or other Unit owners. For additional requirements concerning the installation, removal and replacement of plantings, please refer to the Rules and Regulations.

(b) Not to paint, alter the roof, or otherwise decorate or change the appearance of any portion of the exterior of the Unit, or alter an existing boundary of the Unit, without the prior written consent of the Board of Directors. In considering a proposed alteration or addition to a Unit, the Board of Directors shall require that the Unit owner submit an application to the Board which addresses the type, size, location, material(s), color and design of the proposed alteration or addition, the name of the Unit owner's contractor and proof of said contractor's occupational license, insurance and bonding, and such other matters as the Board shall reasonably require. Upon receipt of the foregoing application, the Board of Directors shall seek comments from the immediate neighbors, and may seek comments from the other Unit owners, before ruling on the application. Though the Association is generally responsible for the painting of exterior surfaces of a Unit, the Unit owner shall be responsible for the costs associated with the application of an extra coat of paint if the Unit owner selects another color and the extra coat of paint is needed to conceal the former color. All Unit owners are prohibited from enclosing the front lanai; though screening thereof shall be permitted.

(c) To promptly report to the Association any defects or need for which the Association is responsible, except in the event of an extreme emergency.

(d) With respect to plumbing leaks beneath the slab of the Unit, the Association will be responsible for the cost of the first repair only. The Unit owner shall be responsible for the cost of all subsequent plumbing leak repairs. Should the Unit owner install bypass plumbing lines which will not run beneath the slab, the Association shall make a contribution equivalent to the cost of the first repair to the plumbing beneath the slab to partially defray the Unit owner's expense. The Unit owner shall be responsible to maintain and repair all bypass plumbing lines at the Unit owner's expense.

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5. ARTICLE 6, ENTITLED "MAINTENANCE, ALTERATION AND IMPROVEMENT", at Section 6.7 thereof, "MAINTENANCE AND OPERATION OF COMMON ELEMENTS", is hereby amended as follows:

6.7) Maintenance and Operation of Common Elements. The maintenance and operation of the common elements, including specifically the general common elements ~~and the limited common elements~~, shall be the responsibility of the Association and a common expense. The maintenance and operation of the limited common elements shall be the responsibility of the Unit owner for which the use of such limited common elements has been designated by the Declaration of Condominium or the Association.

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6. ARTICLE 6, ENTITLED "MAINTENANCE, ALTERATION AND IMPROVEMENT", at Section 6.8 thereof, "ALTERATION AND IMPROVEMENT OF COMMON ELEMENTS", is hereby amended as follows:

6.8) Alteration and Improvement of Common Elements. After the completion of the improvements included in the common elements, including the general common elements and the limited common elements, contemplated by this Declaration, there shall be no alteration or further improvement of such either the general common elements or the limited common elements, without prior approval in writing of all two-thirds (2/3) of the Unit owners in attendance in person or by proxy at a duly called and convened meeting of the Association; ~~provided, however, that any alterations or improvements of the general common elements bearing the approval in writing of not less than 75% of the Unit owners and which does not prejudice the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the initial cost thereof.~~ There shall be no change in the shares and rights of a Unit owner in the common elements which are so altered or further improved; ~~whether or not the Unit owner contributes to the costs thereof.~~

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7. ARTICLE 7, ENTITLED "ASSESSMENTS", at Section 7.3 thereof, "INTEREST; APPLICATION OF PAYMENTS", is hereby amended as follows:

7.3) Interest; Late Payment Charge; Application of Payments. Assessments and installments on such assessments paid on or before ~~10~~ 5 days after the date when due, shall not bear interest, but all sums not paid on or before ~~10~~ 5 days after the date when due shall bear interest at the rate of ~~10%~~ 18% per annum, or at the highest lawful rate, whichever is less, from the date when due until paid. Furthermore, each assessment or installment on an assessment not paid on or before 5 days after the date when due shall be subject to a late payment charge of 5% of the amount past due. All payments upon account shall be first applied to any late payment charge, then to interest, and then to the assessment payment first due. All late payment charges and interest collected shall be credited to the general expense account.

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8. ARTICLE 9, ENTITLED "INSURANCE", at Section 9.2 thereof, "AUTHORITY TO PURCHASE", is hereby amended as follows:

9.2) Authority to Purchase; Allocation of Responsibilities. All insurance policies for which the Association are responsible in accordance with the Declaration of Condominium upon the Condominium property shall be purchased by the Association for the benefit of the Association and the Unit owners and their mortgagees as their interests may appear. Provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Unit owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain at their own expense full replacement cost insurance coverage and windstorm insurance coverage for the interior of the Unit and its permanent improvements, and for may obtain insurance coverages at their own expense upon their own personal property and for their personal liability and living expense, and for all insurable flood hazards.

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9. ARTICLE 9, ENTITLED "INSURANCE", at Section 9.3 thereof, "CASUALTY", is hereby amended as follows:

9.3) Casualty. All buildings and improvements upon the land, other than the interiors of the Units and their permanent improvements for which the Unit owners shall be independently responsible, and all personal property included in the Condominium property shall be insured in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs, as determined annually not less frequently than every three (3) years by the Board of Directors of the Association. Such coverage shall afford protection against

- (a) Loss or damage by fire, windstorm and other hazards covered by a standard extended endorsement, and
- (b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief.

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10. ARTICLE 9, ENTITLED "INSURANCE", at Section 9.8 thereof, "INSURANCE TRUSTEE; SHARE OF PROCEEDS", is hereby amended as follows:

9.8) Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to any bank in Florida with trust powers, as may be designated as Insurance Trustee by the Board of Directors of the Association, which Trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit owners and their mortgagees

in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

(a) General common elements and limited common elements. Proceeds on account of damage to the general common elements, including general common elements and limited common elements--an undivided equal share for each Unit owner for each Unit owned by him. Proceeds on account of damage to the limited common elements--for the owners of Units having damaged limited common elements in proportion to the cost of repairing the damage suffered by each Unit owner, which cost shall be determined by the Association.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the building is to be restored--for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit owner, which cost shall be determined by the Association.

(2) When the building is not to be restored--an undivided equal share for each Unit owner for each Unit owned by him.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit owner shall be held in trust for the mortgagee and the Unit owner as their interests may appear; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to a Unit owner and mortgagee pursuant to the provisions of this Declaration.

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11. ARTICLE 10, ENTITLED "RECONSTRUCTION OR REPAIR AFTER CASUALTY", at Section 10.3 thereof, "RESPONSIBILITY", is hereby amended as follows:

10.3) Responsibility. If the damage is only primarily to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit owner Association, then the Unit owner Association shall be responsible for reconstruction and repair after casualty. In all other instances of damage to a Unit and/or the limited common elements, the responsibility of reconstruction and repair after casualty shall be that of the Association affected Unit owner. If the damage is to the general common elements, then the Association shall be responsible for reconstruction and repair after casualty.

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12. ARTICLE 10, ENTITLED "RECONSTRUCTION OR REPAIR AFTER CASUALTY", at Section 10.5 thereof, "ASSESSMENTS", is hereby amended as follows:

10.5) Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Unit owners who own the damaged property, and against all Unit owners in the case of damage to the general common elements, including ~~general common elements and limited common elements~~; in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units and the limited common elements associated with such Units. Such assessments on account of damage to the general common elements; including ~~general common elements or limited common elements~~; shall be in proportion to the owner's share in the general common elements; ~~general and limited~~.

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13. ARTICLE 11, ENTITLED "TAXES AND SPECIAL ASSESSMENTS", at Section 11.1 thereof, "ANTICIPATED ASSESSMENTS", is hereby amended as follows:

11.1) Anticipated Assessments. It is anticipated that taxes and special assessments upon the Condominium property will be assessed by the taxing authorities ~~as follows:~~ against

(a) ~~Upon each Unit to the owner of the~~ each Unit.

(b) ~~Upon common elements, including general common elements to the Association:~~

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KEY: Words underlined are additions to the existing Declaration. Words ~~struck through~~ are deletions from the existing Declaration.

Such action was taken subsequent to a meeting of the Board of Directors, who, by a unanimous vote, adopted a similar resolution.

EXECUTED this 13th day of April, 2000, in the name of the Corporation by its President and its Secretary, who declare under the penalties of perjury that the facts stated herein are true.

SORRENTO VILLAS, SECTION 5,  
ASSOCIATION, INC.

WITNESSES:

#1 sign: [Signature]  
#1 print: HARLAN FRIDDLE, JR

By: [Signature]  
HARLAN FRIDDLE, President

#2 sign: [Signature]  
#2 print: MARGARET J. SENGERS

ATTESTED TO:  
By: [Signature]  
LINDA MONTGOMERY, Secretary

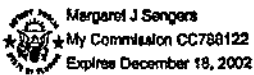
(CORPORATION SEAL)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of April, 2000, by HARLAN FRIDDLE and LINDA MONTGOMERY, as President and Secretary, respectively, of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said Corporation and who acknowledged before me that the execution thereof is their free act and deed. They (notary choose one)  are personally known to me or  have produced \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary Public

MARGARET J. SENGERS  
Print name of Notary Public, affix seal, and state Notary's commission number and expiration date





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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC.

(A Condominium)  
-----

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of Florida Statutes and certify as follows:

ARTICLE 1.

Name.

1.1) Name. The name of the corporation shall be SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC. (A Condominium). For convenience the corporation shall herein be referred to as the Association.

ARTICLE 2.

Purpose.

2.1) Purpose. The purpose for which the Association is organized is to provide an entity for the operation of SORRENTO VILLAS, SECTION 5, a Condominium, located upon the following described property in Sarasota County, Florida:

A part of Tract W of Sorrento East Unit No. 3 in Section 23, Township 38 S, Range 18 E, as per plat thereof recorded in Plat Book 21, Page 12B, Public Records of Sarasota County, Florida, being more particularly described as follows:

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Commence at the NE corner of said Tract W, being also the NE corner of the NW 1/4 of the NE 1/4 of said Section 23; run thence S 0°05'09" W along the east line of said Tract W, being also the east line of said NW 1/4 of the NE 1/4, 290' to the southerly right of way line of the proposed eastwardly extension of Rubens Drive for a Point of Beginning; thence westwardly along said southerly right of way line the following calls and distances; westwardly along the arc of a curve whose center bears 325', N 0°22'54" E of said Point of Beginning, having a radius of 325' and a central angle of 0°01'22", 0.13' to the point of tangency; thence N 89°37'06" W, 261.94' to the point of curvature of a curve to the right; thence north-westwardly along the arc of said curve, having a radius of 525' and a central angle of 15°30'11", 142.05' to the point of tangency; thence N 74°06'55" W, 303.96' to the point of curvature of a curve to the left; thence westwardly along the arc of said curve, having a radius of 275' and a central angle of 35°23'06", 169.84' to the point of tangency; thence S 70°29'59" W, 24.50' to the southerly right of way line at the end of the existing Rubens Drive, as shown on said plat of Sorrento East Unit No. 3; thence continue S 70°29'59" W along said existing southerly right of way line, 50' more or less to the centerline of a creek lying between said Tract W and Lots 1, 2, 3, 4, and 5, Block N of said Sorrento East Unit No. 3; thence southeastwardly along the meanders of said creek 440' more or less to the southeasterly corner of said Lot 5; thence continue along the westerly line of said Tract W the following calls and distances; N 55°41'09" E, 71.77' more or less; S 46°53'56" E, 624.55'; S 36°15'26" E, 178'; S 11°22'41" E, 176.07'; S 54°47'18" E, 154.77' to the westerly right of way line at the end of Signorelli Drive as shown on said plat of Sorrento East Unit No. 3; thence northeastwardly along the proposed extension of said right of way of Signorelli Drive, along a curve to the right whose center bears 225', S 72°49'33" E, having a radius of 225' and a central angle of 42°34'06", 167.17' to the aforementioned east line of Tract W; thence N 0°05'09" E along said east line 830.16' to the Point of Beginning and containing 12.98 acres more or less.

TOGETHER with a 50' access and utility easement (proposed Rubens Drive extension) described as a 50' wide strip of land in Tract W of Sorrento East

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Unit No. 3, as per plat thereof recorded in Plat Book 21, Page 12B, Public Records of Sarasota County, Florida, lying along the northerly line of Sorrento Villas Section 5, beginning at the end of the existing Rubens Drive as shown on said plat of Sorrento East Unit No. 3 and running eastwardly along said northerly line of Sorrento Villas Section 5 to the east line of said Tract W. C. E. Pitts and Marie F. Pitts, husband and wife, their heirs and assigns, reserve the right to dedicate the said 50' wide strip of land as a public road and upon such dedication the easement hereby granted shall terminate.

TOGETHER with a 50' access and utility easement (proposed Signorelli Drive extension) described as a 50' wide strip of land in Tract W of Sorrento East Unit No. 3 as per plat thereof recorded in Plat Book 21, Page 12B, Public Records of Sarasota County, Florida, lying along the south-easterly line of Sorrento Villas Section 5, beginning at the end of the existing Signorelli Drive as shown on said plat of Sorrento East Unit No. 3 and running northeastwardly along said southeasterly line of Sorrento Villas Section 5 to the east line of said Tract W. C. E. Pitts and Marie F. Pitts, husband and wife, their heirs and assigns, reserve the right to dedicate the said 50' wide strip of land as a public road and upon such dedication the easement hereby granted shall terminate.

SUBJECT to the reservation by C. E. Pitts and Marie F. Pitts, husband and wife, of a perpetual easement for pedestrian and vehicular ingress and egress over and across the streets designated Villa Park Drive, Rousseau Drive, Modigliani Drive and Miro Circle in the Plat of Sorrento Villas, Section 5 Condominium for the benefit of other lands owned by C. E. Pitts and Marie F. Pitts, husband and wife, their heirs, grantees and assigns.

2.2) Distribution of Income. The Association shall make no distribution of income to its members, directors or officers.

ARTICLE 3.  
Powers.

3.1) Common Law and Statutory Powers. The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles of Incorporation.

3.2) Specific Powers. <sup>AMENDED 4-17-2000</sup> The Association shall have all the powers and duties set forth in the Condominium Act of the State of Florida, except as limited by these Articles of Incorporation and by the Declaration of Condominium of SORRENTO VILLAS, SECTION 5, and all of the powers and duties reasonably necessary to operate the condominium pursuant to such Declaration and as it may be amended from time to time, including but not limited to the following:

- (a) To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate the condominium property.
- (d) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
- (e) To reconstruct improvements after casualty and to further improve the property.
- (f) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto

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shall be approved by not less than 75% of the votes of the entire membership of the Association before the same shall become effective.

- (g) To approve or disapprove the transfer, mortgage and ownership of units in SORRENTO VILLAS, SECTION 5.
- (h) To enforce by legal means the provisions of the Condominium Act of the State of Florida, the Declaration of Condominium of SORRENTO VILLAS, SECTION 5, these Articles of Incorporation, the Bylaws of the Association and the Regulations for the use of the property in the condominium.
- (i) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the Declaration of Condominium of SORRENTO VILLAS, SECTION 5, to have approval of the Board of Directors or the membership of the Association.
- (j) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.
- (k) To employ personnel to perform the services required for proper operation of the condominium.

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3.5) Assets Held in Trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium of SORRENTO VILLAS, SECTION 5, these Articles of Incorporation and the Bylaws of the Association.

3.4) Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accord-

ance with the provisions of the Declaration of Condominium of SORRENTO VILLAS, SECTION 5, and the Bylaws of the Association.

ARTICLE 4.  
Members.

4.1) Members. The members of the Association shall consist of all of the record owners of units in the condominium; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2) Change of Membership. After receiving approval of the Association required by the Declaration of Condominium of SORRENTO VILLAS, SECTION 5, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing a change of record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thereby becomes a member of the Association, and the membership of the prior owner is terminated.

4.3) Limitation on Transfer of Shares of Assets. The shares of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's unit.

4.4) Voting. The owner of each unit shall be entitled to at least one vote as a member of the Association. The exact

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number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5.  
Directors.

5.1) Board of Directors. The affairs of the Association shall be managed by a board consisting of a number of directors determined by the Bylaws but not less than three (3) directors, and in the absence of such determination shall consist of three (3) directors. Directors need not be members of the Association.

5.2) Election of Directors. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws of the Association.

5.3) First Election of Directors. The first election of directors shall not be held until after the developer has closed the sales of all of the units of the condominium or until developer elects to terminate his control of the condominium, or until after December 31, 1976, whichever occurs first. The directors named in these Articles shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

5.4) First Board of Directors. The names and addresses

of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
C. E. Pitts	1910 Bayshore Road Nokomis, Florida
Marie F. Pitts	1910 Bayshore Road Nokomis, Florida
Frank J. Holroyd, Jr.	1900 Main Building Sarasota, Florida

ARTICLE 6.  
Officers.

6.1) Officers. The affairs of the Association shall be administered by officers designated in the Bylaws of the Association. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
C. E. Pitts	President	1910 Bayshore Road Nokomis, Florida
Frank J. Holroyd, Jr.	Vice President	1900 Main Building Sarasota, Florida
Marie F. Pitts	Secretary- Treasurer	1910 Bayshore Road Nokomis, Florida

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ARTICLE 7.  
Indemnification.

7.1) Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 8.  
Bylaws.

8.1) Bylaws. The Bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 9.  
Amendments.

9.1) Amendments. Subject to the provisions of Section 9.2

of this Article 9, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

- (a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- (b) *AMENDED 2-9-2000*  
A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Except as elsewhere provided, such approvals must be by not less than seventy-five percent (75%) of the entire membership of the board of directors and by not less than seventy-five percent (75%) of the votes of the entire membership; or by not less than eighty percent (80%) of the votes of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting.

9.2) Limitation on Amendments. No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article 3 without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act of the State of Florida or the Declaration of Condominium of SORRENTO VILLAS, SECTION 5.

ARTICLE 10.  
Term.

10.1) Term. The term of the Association shall be perpetual.

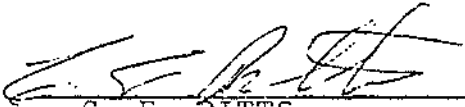
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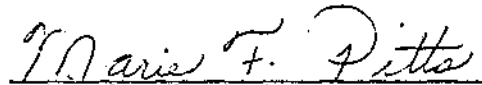
ARTICLE 11.  
Subscribers.

11.1) Names and Addresses. The names and residences of the subscribers of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
C. E. Pitts	1910 Bayshore Road Nokomis, Florida
Marie F. Pitts	1910 Bayshore Road Nokomis, Florida
Frank J. Holroyd, Jr.	1900 Main Building Sarasota, Florida

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 11th day of October, 1972.

  
C. E. PITTS

  
MARIE F. PITTS

  
FRANK J. HOLROYD, JR.

STATE OF FLORIDA    )  
                                  SS  
COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this date before me, a Notary Public, duly authorized to take acknowledgments, personally appeared, C. E. PITTS, MARIE F. PITTS, and FRANK J. HOLROYD, JR., to me known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they subscribed to the same.

RECORDER'S MEMO    Legality of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

WITNESS my hand and official seal at Sarasota, Florida,  
this 11<sup>th</sup> day of October, 1972.

*James D. Joe Weather*  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires June 9, 1973  
Copied By American Finc & Company Co.



RECORDED'S MESSG; Legibility of writing, typing, or  
printing for reproductive purposes may be unsatisfactory in  
this document when received.

FILED

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.   
 OCT 12 1972  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., (a Condominium) desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of Nokomis, County of Sarasota, State of Florida, has named FRANK J. HOLROYD, JR., located at 1900 Main Building, City of Sarasota, County of Sarasota, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By *Frank J. Holroyd, Jr.*

RECORDERS MEMO. Legibility of writing, typing, or printing for reproductive purposes may be unsatisfactory in this document when received.

**ARTICLES OF INC.**  
**AMENDED**  
**2-9-2000**



2000023726

# State of Florida



Department of State

Record & Return to:  
Law Office of Harlan R. Domber, P.A.  
3900 Clark Road, Suite L-1  
Sarasota, Florida 34233

Fee: \$ 19.50

(2)

I certify the attached is a true and correct copy of the Articles of Amendment, filed on February 9, 2000, to Articles of Incorporation for SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 724544.

RECORDED IN OFFICIAL RECORD  
INSTRUMENT # 2000023726 4 PG  
2000 FEB 28 06:00 PM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
DCOURSEY Receipt#01512

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Seventeenth day of February, 2000



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

FILED  
00 FEB -9 PM 2:20  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

This Instrument Prepared By:  
HARLAN R. DOMBER, ESQUIRE  
LAW OFFICE OF HARLAN R. DOMBER, P.A.  
3900 Clark Road, Suite L-1  
Sarasota, Florida 34233  
(941) 923-9930

ARTICLES OF AMENDMENT TO  
THE ARTICLES OF INCORPORATION OF  
SORRENTO VILLAS, SECTION 5,  
ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

The Unit Owners/Members of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida not-for-profit corporation organized under Chapters 617 and 718 of the Florida Statutes, and being the entity responsible for the operation of SORRENTO VILLAS, SECTION 5, CONDOMINIUM, situated in Nokomis, Sarasota County, Florida, in accordance with the Declaration of Condominium recorded in Official Records Book 977, Page 1765, et seq., of the Public Records of Sarasota County, Florida, have adopted an amendment to the Articles of Incorporation as described hereinbelow:

ARTICLE 9 OF THE ARTICLES OF INCORPORATION, ENTITLED "AMENDMENTS", at Section 9.1, "AMENDMENTS", at Subsection (b) thereof, is hereby amended as follows:

- (b) A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Except as elsewhere provided, such approvals must be by not less than ~~seventy-five percent (75%)~~ a majority of the entire membership of the board of directors and by not less than ~~seventy-five percent (75%)~~ two-thirds (2/3) of the votes of the entire membership at a duly called and convened Association meeting; or by not less than eighty percent (80%) of the votes of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting.



KEY: Words underlined are additions to the existing Articles of Incorporation.  
Words struck through are deletions to the existing Articles of Incorporation.

The foregoing amendment was adopted by the members at the annual meeting of the Corporation on February 3, 2000, at which meeting a quorum was present, and the amendment was approved by a sufficient number of votes cast by the members, being 42 in favor, -0- opposed and -0- abstention(s); said meeting having been called, in part, for the purpose of considering the foregoing amendment to the Articles of Incorporation.

Such action was taken subsequent to a meeting of the Board of Directors, who, by a unanimous vote, adopted a similar resolution in support of the foregoing amendment.

EXECUTED this 3rd day of February, 2000, in the name of the Corporation by its President and its Secretary, who declare under the penalties of perjury that the facts stated herein are true.

SORRENTO VILLAS, SECTION 5,  
ASSOCIATION, INC.

WITNESSES:

#1 sign: [Signature]  
#1 print: HARLAN K. DOMSER

By: [Signature]  
HARLAN FRIDDLE, President

#2 sign: [Signature]  
#2 print: Joseph J. Boubler

ATTESTED TO:  
By: [Signature]  
LINDA MONTGOMERY, Secretary

(CORPORATION SEAL)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of February, 2000, by HARLAN FRIDDLE and LINDA MONTGOMERY, as President and Secretary, respectively, of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said Corporation and who acknowledged before me that the execution thereof is their free act and deed. They (notary choose one) [] are personally known to me or [] have produced \_\_\_\_\_ as identification.



Signature of Notary Public



Harlan H. Lumber  
My Commission CC623581  
Expires March 21, 2001

Print name of Notary Public, affix seal, and state Notary's commission number and expiration date

**ARTICLES OF INC.  
AMENDED  
4-17-2000**

# State of Florida



Department of State

Records & Return to:  
Law Office of Harlan R. Domber, P.A.  
3900 Clark Road, Suite L-1  
Sarasota, Florida 34233

fee. \$ 19.50

(2)

I certify the attached is a true and correct copy of the Articles of Amendment, filed on April 17, 2000, to Articles of Incorporation for SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 724544.

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2000059725 4 PGS  
2000 MAY 11 04:45 PM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
DCOURSEY Receipt#037792

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-eighth day of April, 2000



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

FILED  
SECRETARY OF  
DIVISION OF CORP.  
00 APR 17 PM 2

This Instrument Prepared By:  
HARLAN R. DOMBER, ESQUIRE  
LAW OFFICE OF HARLAN R. DOMBER, P.A.  
3900 Clark Road, Suite L-1  
Sarasota, Florida 34233  
(941) 923-9930

FILED  
SECRETARY OF  
DIVISION OF INCORPORATION  
00 APR 17 PM 2:47

**ARTICLES OF AMENDMENT TO  
THE ARTICLES OF INCORPORATION OF  
SORRENTO VILLAS, SECTION 5,  
ASSOCIATION, INC.**

**KNOW ALL MEN BY THESE PRESENTS:**

The Unit Owners/Members of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida not-for-profit corporation organized under Chapters 617 and 718 of the Florida Statutes, and being the entity responsible for the operation of SORRENTO VILLAS, SECTION 5, CONDOMINIUM, situated in Nokomis, Sarasota County, Florida, in accordance with the Declaration of Condominium recorded in Official Records Book 977, Page 1765, et seq., of the Public Records of Sarasota County, Florida, have adopted an amendment to the Articles of Incorporation as described hereinbelow:

**ARTICLE 3, ENTITLED "POWERS", at Section 3.2 thereof, "SPECIFIC POWERS", at Subsection (f) thereof, is hereby amended as follows:**

- (f) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than ~~75% of the votes of the entire membership of the Association~~ a majority of the entire Board of Directors before the same shall become effective.

**KEY: Words underlined are additions to the existing Articles of Incorporation. Words struck through are deletions from the existing Articles of Incorporation.**

The foregoing amendment was adopted by the members at a special meeting of the Corporation on March 16, 2000, at which meeting a quorum was present, and the amendment was approved by a sufficient number of votes cast by the members, being 41 in favor, -0- opposed and -0- abstention(s); said meeting having been called, in part, for the purpose of considering the foregoing amendment to the Articles of Incorporation.

Such action was taken subsequent to a meeting of the Board of Directors, who, by a unanimous vote, adopted a similar resolution in support of the foregoing amendment.

EXECUTED this 13<sup>TH</sup> day of April, 2000, in the name of the Corporation by its President and its Secretary, who declare under the penalties of perjury that the facts stated herein are true.

SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC.

WITNESSES:

x1 #1 sign: [Signature]  
#1 print: HARSEL L. P. HES, JR

By: [Signature]  
HARLAN FRIDDLE, President

w2 #2 sign: [Signature]  
#2 print: MARK CRUCEY, L. SECRETARY

ATTESTED TO:

By: [Signature]  
LINDA MONTGOMERY, Secretary

(CORPORATION SEAL)

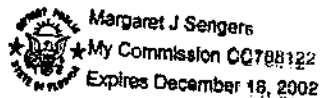
STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this <sup>x</sup> 13<sup>th</sup> day of April, 2000, by HARLAN FRIDDLE and LINDA MONTGOMERY, as President and Secretary, respectively, of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said Corporation and who acknowledged before me that the execution thereof is their free act and deed. They (notary choose one) [] are personally known to me or [] have produced \_\_\_\_\_ as identification.

<sup>x</sup> Margaret J Sengers  
Signature of Notary Public

<sup>x</sup> MARGARET J. SENGERS  
Print name of Notary Public, affix seal, and state  
<sup>x</sup> Notary's commission number and expiration  
? date

hrd.sorrento.5.condo.doc.cert-art-2.amd



## BYLAWS

OF

SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC.

A corporation not for profit  
under the laws of the State of Florida

ARTICLE 1.  
Identification.

1.1) ~~Identification.~~ <sup>→ AMENDED 5-11-2000</sup> These are the Bylaws of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on October 13, 1972. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes 1963, called the Condominium Act in these Bylaws, which condominium is identified by the name SORRENTO VILLAS, SECTION 5, and is located upon the following lands in Sarasota County, Florida:

A part of Tract W of Sorrento East Unit No. 3 in Section 23, Township 38 S, Range 18 E, as per plat thereof recorded in Plat Book 21, Page 12B, Public Records of Sarasota County, Florida, being more particularly described as follows:

Commence at the NE corner of said Tract W, being also the NE corner of the NW 1/4 of the NE 1/4 of said Section 23; run thence S 0°05'09" W along the east line of said Tract W, being also the east line of said NW 1/4 of the NE 1/4, 290' to the southerly right of way line of the proposed eastwardly extension of Rubens Drive for a Point of Beginning; thence westwardly along said southerly right of way line the following calls and distances; westwardly along the arc of a curve whose center bears 325', N 0°22'54" E of said Point of Beginning, having a radius of 325' and a central angle of 0°01'22", 0.13' to the point of tangency; thence N 89°37'06" W, 261.94' to the point of curvature of a curve to the right; thence northwestwardly along the arc



of said curve, having a radius of 525' and a central angle of  $15^{\circ}30'11''$ , 142.05' to the point of tangency; thence  $N 74^{\circ}06'55'' W$ , 503.96' to the point of curvature of a curve to the left; thence westwardly along the arc of said curve, having a radius of 275' and a central angle of  $35^{\circ}23'06''$ , 169.84' to the point of tangency; thence  $S 70^{\circ}29'59'' W$ , 24.30' to the southerly right of way line at the end of the existing Rubens Drive, as shown on said plat of Sorrento East Unit No. 3; thence continue  $S 70^{\circ}29'59'' W$  along said existing southerly right of way line, 50' more or less to the centerline of a creek lying between said Tract W and Lots 1, 2, 3, 4 and 5, Block N of said Sorrento East Unit No. 3; thence southeastwardly along the meanders of said creek 440' more or less to the southeasterly corner of said Lot 5; thence continue along the westerly line of said Tract W the following calls and distances;  $N 35^{\circ}41'09'' E$ , 71.77' more or less;  $S 46^{\circ}53'56'' E$ , 624.53';  $S 36^{\circ}15'26'' E$ , 179';  $S 11^{\circ}22'41'' E$ , 176.07';  $S 54^{\circ}47'18'' E$ , 154.77' to the westerly right of way line at the end of Signorelli Drive as shown on said plat of Sorrento East Unit No. 3; thence northeastwardly along the proposed extension of said right of way of Signorelli Drive, along a curve to the right whose center bears  $225'$ ,  $S 72^{\circ}49'33'' E$ , having a radius of 225' and a central angle of  $42^{\circ}34'06''$ , 167.17' to the aforementioned east line of Tract W; thence  $N 0^{\circ}05'09'' E$  along said east line 830.16' to the Point of Beginning and containing 12.98 acres more or less.

TOGETHER with a 50' access and utility easement (proposed Rubens Drive extension) described as a 50' wide strip of land in Tract W of Sorrento East Unit No. 3 as per plat thereof recorded in Plat Book 21, Page 12B, Public Records of Sarasota County, Florida, lying along the northerly line of Sorrento Villas Section 5, beginning at the end of the existing Rubens Drive as shown on said plat of Sorrento East Unit No. 3 and running eastwardly along said northerly line of Sorrento Villas Section 5 to the east line of said Tract W. C. E. Pitts and Marie F. Pitts, husband and wife, their heirs and assigns, reserve the right to dedicate the said 50' wide strip of land as a public road and upon such dedication the easement hereby granted shall terminate.

TOGETHER with a 50' access and utility easement (proposed Signorelli Drive extension) described as a 50' wide strip of land in Tract W of Sorrento East Unit No. 3 as per plat thereof recorded in Plat Book 21, Page 12B, Public Records of Sarasota County, Florida, lying along the southeasterly line of Sorrento Villas Section 5, beginning at the end of the existing Signorelli Drive as shown on said plat of Sorrento East Unit No. 3 and running northeastwardly along said southeasterly line of Sorrento Villas Section 5 to the east line of said Tract W. C. E. Pitts and Marie F. Pitts, husband and wife, their heirs and assigns, reserve the right to dedicate the said 50' wide strip of land as a public road and upon such dedication the easement hereby granted shall terminate.

SUBJECT to the reservation by C. E. Pitts and Marie F. Pitts, husband and wife, of a perpetual easement for pedestrian and vehicular ingress and egress over and across the streets designated Villa Park Drive, Rousseau Drive, Modigliani Drive and Miro Circle in the Plat of Sorrento Villas Section 5 Condominium for the benefit of other lands owned by C. E. Pitts and Marie F. Pitts, husband and wife, their heirs, grantees and assigns.

1.2) Office. The office of the Association shall be at Nokomis, Florida.

1.3) Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.4) Seal. The seal of the corporation shall bear the name of the Corporation, the word "Florida" and the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

ARTICLE 2.  
Meetings of Members. 11-23-04

2.1) Annual Meetings. → AMENDED 5-11-2000 4-30-2002  
The annual meeting of the members shall be held at the office of the corporation at 8 o'clock P.M. Eastern Standard Time on the first Thursday of February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; pro-

vided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2) Special Meetings. Special meetings of the members shall be held whenever called by the President or Vice President or by a majority of the board of directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

2.3) Notice of Meetings. <sup>→ AMENDED 5-11-2000</sup> Notice of meetings of the members stating time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving such notice. Notice of meeting may be waived before or after meetings.

2.4) Quorum. A quorum at meetings of members shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

2.5) Voting. <sup>→ AMENDED 5-11-2000</sup> In any meeting of members the owners of units shall be entitled to cast one vote for each unit owned by the member, unless the decision to be made is elsewhere required to be determined in another manner. If a unit is owned by one person his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6) Proxies. → AMENDED 5-11-2000  
 Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7) Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8) Order of Business. → AMENDED 5-11-2000  
 The order of business at annual meetings of the members and as far as practical at other meetings of the members, shall be:

- ✓ a) Election of chairman of the meeting
- ✓ b) Calling of the roll and certifying of proxies
- ✓ c) Proof of notice of meeting or waiver of notice
- d) Reading and disposal of any unapproved minutes
- e) Reports of officers —
- f) Reports of committees
- g) Election of inspectors of election
- h) Election of directors
- i) Unfinished business
- j) New business
- k) Adjournment

2.9) Proviso. → AMENDED 5-11-2000  
 Provided, however, that until the Developer of the Condominium has closed the sale of all units of the Condominium and all of the contemplated improvements have been completed, or until December 31, 1976, or until the Developer elects to terminate his control of the Condominium, whichever shall first occur, the proceedings of all meetings of the Association shall have no effect unless approved by the board of directors.

### ARTICLE 3.

#### Directors.

3.1) Number. → AMENDED 5-11-2000  
 The affairs of the Association shall be managed by a board of not less than three nor more than seven directors, the exact number to be determined at the time of election.

3.2) Election of directors. → AMENDED 5-11-2000  
 The election of directors shall be conducted in the following manner:

- a) Election of directors shall be held at the annual meeting of the members.

- b) A nominating committee of five (5) members shall be appointed by the board of directors not less than 30 days prior to the annual meeting of the members. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.
- c) The election shall be by a ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- d) Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.
- e) Any director may be removed by concurrences of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.
- f) Provided, however, that until the Developer of the Condominium has closed the sales of all of the units of the Condominium and all of the contemplated improvements have been completed, or until December 31, 1976, or until the Developer elects to terminate his control of the Condominium, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies and if there are no remaining directors the vacancies shall be filled by the Developer.

3.3) Term. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4) Organization Meeting. *AMENDED 5-11-2000* The organization meeting of a newly elected board of directors shall be held within 10 days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5) Regular Meetings. *AMENDED 5-11-2000* Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least 3 days prior to the day named for such meeting.

3.6) Special Meetings. *AMENDED 5-11-2000* Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than 3 days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7) Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8) Quorum. A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.9) Adjourned Meetings. If at any meeting of the board of directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10) *AMENDED 5-11-2000* Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

3.11) Presiding Officer. The presiding officer of directors' meetings shall be the chairman of the board, if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

3.12) Order of Business. <sup>AMENDED 5-11-2000</sup> The order of business at directors' meetings shall be:

- a) Call of roll
- b) Proof of due notice of meeting
- c) Reading and disposal of any unapproved minutes
- d) Reports of officers and committees
- e) Election of officers
- f) Unfinished business
- g) New business
- h) Adjournment

3.13) Directors' fees. Directors' fees, if any, shall be determined by the members.

3.14) MEETINGS WITH ASSOCIATION ATTORNEY 5-11-2000

3.15) COMMITTEE MEETINGS 5-11-2000

ARTICLE 4.  
Powers and Duties of the Board of Directors

4.1) Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees subject only to approval by unit owners when such is specifically required.

ARTICLE 5.  
Officers

5.1) Executive Officers. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2) President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3) Vice President. The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4) Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors and of the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5) Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.6) Compensation. The compensation of all officers and employees of the Association shall be fixed by the directors. The provisions that directors' fees shall be determined by members shall not preclude the board of directors from employing a director as an employee of the Association, nor preclude the contracting with a director for the management of the Condominium.

5.7) RESIGNATIONS - 5-11-2000

ARTICLE 6.  
Fiscal Management.

6.1) Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the provisions of Section 6.2 through 6.9 of this Article 6.

6.2) Accounts. <sup>AMENDED 5-11-2000</sup> The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

- a) Current expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and



working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

- b) Reserve for deferred maintenance, which shall include funds for maintaining items that occur less frequently than annually.
- c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
- d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.3) Budget. *→ AMENDED 5-11-2000* The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

- a) Current expenses, the amount for which shall not exceed 105% of the budget for this account for the prior year.
- b) Reserve for deferred maintenance, the amount for which shall not exceed 105% of the budget for this account for the prior year.
- c) Reserve for replacement, the amount for which shall not exceed 105% of the budget for this account for the prior year.
- d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed \$8,000, provided, however, that in the expenditures of this fund no sum in excess of \$1,500, shall be expended for a single item or purpose without the approval of the members of the Association.
- e) Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by unit owners

entitled to cast not less than 75% of the votes of the entire membership of the Association; and further provided, however, that until the Developer of the Condominium has closed the sales of all units of the Condominium and all of the contemplated improvements have been completed, or until December 31, 1976, or until the Developer elects to terminate his control of the Condominium, whichever shall first occur, the board of directors may omit from the budget all allowances for contingencies and reserves.

- f) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

6.4) Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20, preceding the year for which the assessments are made. Such assessments shall be due in twelve equal installments, on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessments shall be due on each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board of directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the approval of the membership of the Association, as previously required in these Bylaws. The unpaid assessments for the remaining portion of the calendar year for which the amended assessment is made shall be divided equally among the remaining months of the year and shall be due on the first day of each remaining month of the year. The first assessment shall be determined by the board of directors of the Association.

6.5) Acceleration of assessments installments upon default. If a unit owner shall be in default in the payment of an installment upon an assessment, the board of directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than 10 days after delivery of the notice to the unit owner, or not less than 20 days after the mailing of such notice to him by

registered mail, whichever shall first occur.

6.6) Assessments for emergencies *→ AMENDED 5-11-2000* Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice in such manner as the board of directors of the Association may require in the notice of assessment.

6.7) Depository. The depository of the Association shall be in such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.8) Audit *→ AMENDED 5-11-2000*. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

6.9) Fidelity Bonds *→ AMENDED 5-11-2000*. Fidelity bonds shall be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall not be less than one-half of the amount of the total annual assessment against members for common expenses. The premiums on such bonds shall be paid by the Association.

6.10) APPLICATION OF PAYMENTS AND COMMINGLING OF FUNDS  
*5-11-2000*

#### ARTICLE 7. Parliamentary Rules

7.1) Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

#### ARTICLE 8. Amendments

8.1) Amendments. These Bylaws may be amended in the following manner:

- a) Notice of the subject matter of a proposed amendment shall be included in the notice of

any meeting at which a proposed amendment is considered.

b) A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be either by:

i. not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

ii. by not less than 80% of the votes of the entire membership of the Association; or

iii. until the first election of directors, by all of the directors.

8.2) Limitation on Amendments. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

8.3) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

ARTICLE 9 - RULES & REGULATIONS	5-11-2000
ARTICLE 10 - RECREATIONAL FACILITY	5-11-2000
ARTICLE 11 - ACQUISITION OF LAND	5-11-2000
ARTICLE 12 - RESTRICTION ON RENTAL	5-11-2000
ARTICLE 13 - LEVYING OF FINES	5-11-2000
ARTICLE 14 - DISPUTE RESOLUTION	5-11-2000
ARTICLE 15 - WAIVING OF BIDDING PROCEDURES	5-11-2000

CERTIFICATE OF ENGINEER

Certificate of Engineer made this 24<sup>th</sup> day of October, 1972, as an Exhibit to the Declaration of Condominium for SORRENTO VILLAS, SECTION 5.

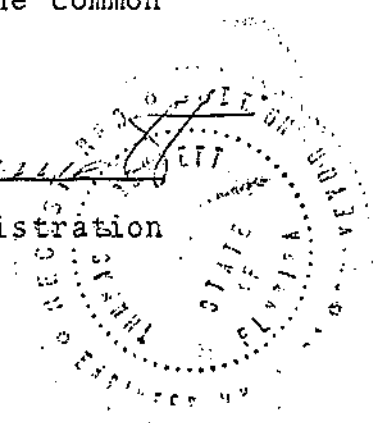
I, THOMAS J. BENNETT, of 4509 Bee Ridge Road, Sarasota, Florida, certify as follows:

1) I am an engineer authorized to practice in the State of Florida.

2) This Certificate is made as to SORRENTO VILLAS, SECTION 5, Condominium located in Nokomis, Florida, and in compliance with Section 711.08 (1)(e) Fla.Stat. 1963.

3) Exhibit A attached to the Declaration of Condominium, together with the wording of the Declaration, constitutes a correct representation of the improvements of the Condominium as it now exists, and there can be determined from them the identification, location, dimensions and size of the common elements and of each unit.

Thomas J. Bennett  
Engineer  
Certificate of Registration  
No. 4981  
State of Florida

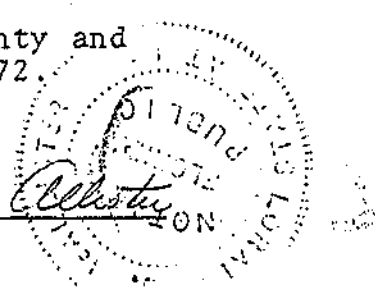


STATE OF FLORIDA )  
COUNTY OF SARASOTA ) SS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared THOMAS J. BENNETT, to me known to be the person described in and who executed the foregoing Certificate of Engineer and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24<sup>th</sup> day of October, 1972.

Laurie S. McCallister  
Notary Public



71. 11 26 3 26 PM '72

My Commission Expires:  
VILLAS VILLAS  
NOV 20 1973  
COUNTY OF SARASOTA

Notary Public, State of Florida at Large  
My Commission Expires June 9, 1973  
Bonded By American Fire & Casualty Co.

**BYLAWS  
AMENDED  
2-28-2000**



RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2000023727 3 PGS  
2000 FEB 28 06:00 PM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
DCOURSEY Receipt#015121

Rec.: \$15.00

Handwritten initials 'SR'

3

This Instrument Prepared By:  
HARLAN R. DOMBER, ESQUIRE  
LAW OFFICE OF HARLAN R. DOMBER, P.A.  
3900 Clark Road, Suite L-1  
Sarasota, Florida 34233  
(941) 923-9930

**CERTIFICATE OF AMENDMENT TO  
THE BYLAWS OF  
SORRENTO VILLAS, SECTION 5,  
ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

The Unit Owners/Members of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida not-for-profit corporation organized under Chapters 617 and 718 of the Florida Statutes, and being the entity responsible for the operation of SORRENTO VILLAS, SECTION 5, CONDOMINIUM, situated in Nokomis, Sarasota County, Florida, in accordance with the Declaration of Condominium recorded in Official Records Book 977, Page 1765, et seq., of the Public Records of Sarasota County, Florida, at the duly convened annual meeting of the corporation on February 3, 2000, called in part for the below-described purpose, at which a quorum of the unit owners was in attendance, and by a vote of 42 in favor of the amendment, -0- opposed and -0- abstention(s), have adopted the following amendment to the Bylaws of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., to wit:

ARTICLE 8 OF THE BYLAWS, ENTITLED "AMENDMENTS", at Section 8.1 thereof, "AMENDMENTS", at Subsection b) thereof, is hereby amended as follows:

b) A resolution for the adoption of a proposed amendment may be proposed either by the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be either by:

i. not less than ~~75%~~ a majority of the entire membership of the board of directors and by not less than ~~75%~~ two-thirds (2/3) of the votes of the entire

membership of the Association at a duly called and convened Association meeting; or

ii. by not less than 80% of the votes of the entire membership of the Association; or

iii. until the first election of directors, by all of the directors.

KEY: Words underlined are additions to the existing Bylaws. Words ~~struck through~~ are deletions to the existing Bylaws.

Such action was taken subsequent to a meeting of the Board of Directors, who, by a unanimous vote, adopted a similar resolution.

EXECUTED this 3rd day of February, 2000, in the name of the Corporation by its President and its Secretary, who declare under the penalties of perjury that the facts stated herein are true.

SORRENTO VILLAS, SECTION 5,  
ASSOCIATION, INC.

WITNESSES:

#1 sign: [Signature]  
#1 print: HARLAN R. FRIDDLE

By: [Signature]  
HARLAN FRIDDLE, President

#2 sign: [Signature]  
#2 print: Joseph J. Bobbitt

ATTESTED TO:  
  
By: [Signature]  
LINDA MONTGOMERY, Secretary

(CORPORATION SEAL)

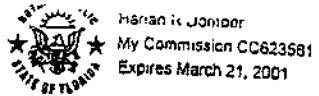


STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of February, 2000, by HARLAN FRIDDLE and LINDA MONTGOMERY, as President and Secretary, respectively, of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said Corporation and who acknowledged before me that the execution thereof is their free act and deed. They (notary choose one) [] are personally known to me or [] have produced \_\_\_\_\_ as identification.



Signature of Notary Public



Print name of Notary Public, affix seal, and state Notary's commission number and expiration date

hrd.sorrento.5.condo.doc.cert-by-l-1.amd

**BYLAWS**

**AMENDED**

**5-11-2000**

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2000059726 16 PGS  
2000 MAY 11 04:45 PM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
DCOURSEY Receipt#037792

518 SKITTONS

Rec.: \$73.50

3

This Instrument Prepared By:  
HARLAN R. DOMBER, ESQUIRE  
LAW OFFICE OF HARLAN R. DOMBER, P.A.  
3900 Clark Road, Suite L-1  
Sarasota, Florida 34233  
(941) 923-9930

CERTIFICATE OF AMENDMENTS TO  
THE BYLAWS OF  
SORRENTO VILLAS, SECTION 5,  
ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

The Unit Owners/Members of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida not-for-profit corporation organized under Chapters 617 and 718 of the Florida Statutes, and being the entity responsible for the operation of SORRENTO VILLAS, SECTION 5, CONDOMINIUM, situated in Nokomis, Sarasota County, Florida, in accordance with the Declaration of Condominium recorded in Official Records Book 977, Page 1765, et seq., of the Public Records of Sarasota County, Florida, at a duly convened meeting of the corporation on March 16, 2000, called in part for the below-described purposes, at which meeting a quorum of the unit owners was in attendance either in person or by proxy, and by the requisite affirmative vote for each of the following amendments, have adopted the following amendments to the Bylaws of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., to wit:

1. ARTICLE 1, ENTITLED "IDENTIFICATION", at Section 1.1 thereof, "IDENTIFICATION", is hereby amended as follows:

1.1) Identification. These are the Bylaws of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on October 13, 1972. The Association has been organized for the purpose of administering a condominium pursuant to Chapter ~~711~~ 718, Florida Statutes ~~1963~~, and amendments thereto, called the Condominium Act in these Bylaws, which condominium is identified by the name SORRENTO VILLAS, SECTION 5, and is located upon the following lands in Sarasota County, Florida:

[Editor's Note: Balance of text remains unamended]

\*\*\*\*\*

2. ARTICLE 2, ENTITLED "MEETINGS OF MEMBERS", at Section 2.1 thereof, "ANNUAL MEETINGS", is hereby amended as follows:

2.1) Annual Meetings. The annual meeting of the members shall be held at the office of the corporation or at such other place in Sarasota County, Florida that is designated by the Board of Directors in the notice of the meeting. at 8 7 o'clock P.M. Eastern Standard Time on the first Thursday of February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

\*\*\*\*\*

3. ARTICLE 2, ENTITLED "MEETINGS OF MEMBERS", at Section 2.3 thereof, "NOTICE OF MEETINGS", is hereby amended as follows:

2.3) Notice of Meetings. Notice of meetings of the members stating time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notices shall be in writing and mailed or delivered to each member at his address as it appears on the books of the Association and ~~shall be mailed and posted continuously in a conspicuous place on the condominium property designated for such purpose by the Board of Directors,~~ not less than ten ~~(10)~~ fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing or delivery and proof of such posting shall be given by the affidavit of the person giving such notice. Notice of meeting may be waived before or after meetings.

\*\*\*\*\*

4. ARTICLE 2, ENTITLED "MEETINGS OF MEMBERS", at Section 2.5 thereof, "VOTING", is hereby amended as follows:

2.5) Voting. In any meeting of members the owners of units shall be entitled to cast one vote for each unit owned by the member, unless the decision to be made is elsewhere required to be determined in another manner. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, ~~or is under lease,~~ the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association (except for a unit owned by a husband and wife, in which event no certificate shall be required and the right to vote shall be established by the record title to their unit). If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested to by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is required as set forth hereinabove but is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose. A married couple may not split their vote in any election. If a married couple in attendance at an Association meeting cannot agree on the casting of their vote on a particular issue, the vote of such owners shall not be counted.

\*\*\*\*\*

5. ARTICLE 2, ENTITLED "MEETINGS OF MEMBERS", at Section 2.6 thereof, "PROXIES", is hereby amended as follows:

2.6) Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and any lawful recess or

adjournment thereof, and must be in writing and filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. Proxies shall in no event be used in electing the Board of Directors. Proxies may be used to establish a quorum, to waive or establish reserves, and for other matters requiring approval by members. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was issued. Unit owners may not vote by general proxy except as authorized by Florida law, but may vote by limited proxies in a form substantially conforming to the limited proxy form authorized by law.

\*\*\*\*\*

6. ARTICLE 2, ENTITLED "MEETINGS OF MEMBERS", at Section 2.8 thereof, "ORDER OF BUSINESS", is hereby amended as follows:

2.8) Order of Business. The order of business at annual meetings of the members and as far as practical at other meetings of the members, shall be:

- a) ~~Election of chairman of the meeting~~  
Determination of chairperson of the meeting  
(in the following order of succession:  
President, Vice President, Secretary, Treasurer)
- b) Calling of the roll and certifying of proxies
- c) Proof of notice of meeting or waiver of notice
- d) Reading and disposal of any unapproved minutes
- e) Reports of officers
- f) Reports of committees
- g) Election of inspectors of election
- h) Election of directors
- i) Unfinished business
- j) New business
- k) Adjournment

\*\*\*\*\*

7. ARTICLE 2, ENTITLED "MEETINGS OF MEMBERS", at Section 2.9 thereof, "PROVISO", is hereby amended by the deletion of the entire Section as follows:

~~2.9) Proviso. Provided, however, that until the Developer of the Condominium has closed the sale of all units of the Condominium and all of the contemplated improvements have been completed, or until December 31, 1976, or until the Developer elects to terminate his control of the Condominium, whichever shall first occur, the proceedings of all meetings of the Association shall have no effect unless approved by the board of directors:~~

\*\*\*\*\*

8. ARTICLE 3, ENTITLED "DIRECTORS", at Section 3.1 thereof, "NUMBER", is hereby amended as follows:

3.1) Number. The affairs of the Association shall be managed by a board of not less than three nor more than seven directors, the exact number to be determined at the time of the second notice of the election; said notice being described in Section 3.2 hereinbelow.

\*\*\*\*\*  
 9. ARTICLE 3, ENTITLED "DIRECTORS", at Section 3.2 thereof, "ELECTION OF DIRECTORS", is hereby amended as follows:

3.2) Election of directors. The election of directors shall be conducted in the following manner:

- a) Election of directors shall be held at the annual meeting of the members.
- b) A nominating candidate search committee of up to five (5) members shall may be appointed by the board of directors not less than ~~30~~ 90 days prior to the annual meeting of the members. The committee shall nominate seek at least one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.
- c) The voter roll for the election of members of the Board of Directors shall be established by the Association not less than sixty (60) days prior to an election meeting. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each member entitled to vote, a first notice of the date of the election and a notification of the Unit owner's right to be a candidate for the board of directors. Any Unit owner desiring to be a candidate for the board of directors shall give written notice to the Association not less than forty (40) days before a scheduled election. Not less than thirty-five (35) days before a scheduled election, the board of directors shall hold a special meeting to fix the number of directors who shall serve in the forthcoming year. Together with the written notice and agenda of the annual election meeting, the Association shall mail a second notice of election to all Unit owners entitled to vote at the meeting not less than fourteen (14) days prior to the meeting, together with a ballot which shall list all candidates and the number of directorships to be filled. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days prior to the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association has no liability for the contents of the information sheets provided by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The election shall be by a ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be

filled. There shall be no cumulative voting. Use of proxies shall not be permitted. No Unit owner or designated voting representative of a Unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. Notwithstanding the provisions of this section, an election and balloting are not required unless more candidates file a notice of intent to run or are nominated than vacancies exist on the Board of Directors.

- d) Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members by reason of death, resignation, retirement or disqualification from office, shall may be filled by the remaining directors even if less than a quorum of the Board. The successor shall hold office until the next annual election meeting or as otherwise provided in Section 3.3 of the Bylaws. If the vacancy occurs within seventy-five (75) days of the next annual election meeting, the remaining directors may determine to leave the position vacant until the meeting.
- e) Any director may be removed by concurrences of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.
- f) ~~Provided, however, that until the Developer of the Condominium has closed the sales of all of the units of the Condominium and all of the contemplated improvements have been completed, or until December 31, 1976, or until the Developer elects to terminate his control of the Condominium, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies and if there are no remaining directors the vacancies shall be filled by the Developer. Any director may resign at any time by sending written notice of such resignation to the Secretary or the office of the Association, which shall take effect immediately upon receipt unless a later date is specified therein. The resignation from the board of directors shall be self-operating and not contingent upon the board's acceptance of same. The written resignation shall be an official record of the Association. If the resigning director is also an officer of the Association, the resignation shall likewise terminate the director's officer position. The recipient of a director's written resignation shall diligently seek to inform all remaining directors of it. Any director shall become disqualified to hold office upon the conveyance of his Unit by virtue of which the director is no longer an owner of a Unit or by termination of the certificate~~

whereby said director had been appointed to serve as the designated voter for a Unit.

\*\*\*\*\*

- 10. ARTICLE 3, ENTITLED "DIRECTORS", at Section 3.4 thereof, "ORGANIZATION MEETING", is hereby amended as follows:

3.4) Organization Meeting. The organization meeting of a newly elected board of directors shall be held within 10 days of their election at such place, date and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary. Officers may be elected by secret ballot.

\*\*\*\*\*

- 11. ARTICLE 3, ENTITLED "DIRECTORS", at Section 3.5 thereof, "REGULAR MEETINGS", is hereby amended as follows:

3.5) Regular Meetings. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings and the agenda shall be given to each director, personally or by mail, telephone or telegraph, at least ~~3-days~~ 48 hours prior to the ~~day named for such~~ meeting. Notice of all regular board meetings and the agenda to be followed shall be posted in a conspicuous place on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency. At any meeting at which the budget or assessments against the Unit owners are to be considered for any reason or at which an amendment to rules regarding Unit use will be proposed, discussed, or approved, written notice of such meeting (including notice that the budget or assessments or rules are to be considered) shall be posted in a conspicuous place on the Condominium property at least fourteen (14) days in advance of such meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association.

\*\*\*\*\*

- 12. ARTICLE 3, ENTITLED "DIRECTORS", at Section 3.6 thereof, "SPECIAL MEETINGS", is hereby amended as follows:

3.6) Special Meetings. Special meetings of the board of directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than ~~3-days'~~ 48 hours' prior notice of the meeting and the agenda shall be given personally or by mail, telephone or telegraph, which notice shall state the date, time, place and purpose of the meeting. Notice of each special board meeting and the agenda to be followed shall be posted in a conspicuous place on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency. At any meeting at which the budget or assessments against the Unit owners are to be considered for any reason or at which an amendment to rules regarding Unit use will be proposed, discussed, or approved, written notice of such meeting (including notice that the budget or assessments or rules are to be considered) shall be posted in a conspicuous place on the Condominium



property at least fourteen (14) days in advance of such meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association.

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- 13. ARTICLE 3, ENTITLED "DIRECTORS", at Section 3.10 thereof, "JOINDER IN MEETING BY APPROVAL OF MINUTES", is hereby amended as follows:

3.10) Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director except for the purpose of determining a quorum.

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- 14. ARTICLE 3, ENTITLED "DIRECTORS", at Section 3.12 thereof, "ORDER OF BUSINESS", is hereby amended as follows:

3.12) Order of Business. The order of business at directors' meetings shall be:

- a) Call of roll
- b) Proof of due notice of meeting
- c) Reading and disposal of any unapproved minutes
- d) Reports of officers and committees
- e) Election of officers
- f) Unfinished business
- g) New business
- h) ~~Adjournment~~ Audience Participation
- i) Adjournment

\*\*\*\*\*

- 15. ARTICLE 3, ENTITLED "DIRECTORS", is hereby amended by the addition of new Section 3.14, "MEETINGS WITH ASSOCIATION'S ATTORNEY", as follows:

3.14) Meetings With Association's Attorney. Notwithstanding any provision in the Bylaws to the contrary, the requirement that meetings of the board of directors be open to the members is inapplicable to meetings between the board of directors or a group of directors and the Association's attorney, with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice.

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- 16. ARTICLE 3, ENTITLED "DIRECTORS", is hereby amended by the addition of new Section 3.15, "COMMITTEE MEETINGS", as follows:

3.15) Committee Meetings. A "committee" is defined for the purposes of these Bylaws as a group of board members, Unit owners, or board members and Unit owners appointed by the board of directors or

a member of the board of directors (a) to make recommendations to the board regarding the Association's budget, or (b) to take action on behalf of the board (such as an Executive Committee). Any meeting of a quorum of the members of a "committee" must be convened in compliance with the notice and agenda requirements for the conduct of a regular meeting of the board of directors. Notwithstanding any provision in the Bylaws to the contrary, the requirement that committee meetings be open to the members is inapplicable to meetings between a committee and the Association's attorney, with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice.

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- 17. ARTICLE 5, ENTITLED "OFFICERS", is hereby amended by the addition of new Section 5.7, "RESIGNATIONS", as follows:

5.7) Resignations. Any officer may resign his post at any time by written resignation delivered to the Secretary or the office of the Association, which shall take effect immediately upon receipt unless a later date is specified therein. If the position of any officer becomes vacant by reason of death, resignation, retirement, disqualification or removal from office, a majority of the remaining directors, even if less than a quorum, shall choose a successor who shall hold office at the pleasure of the board of directors. The officer's resignation shall be self-operating and not contingent upon the board's acceptance of same. The written resignation shall be an official record of the Association. The recipient of an officer's written resignation shall diligently seek to inform all directors of it.

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- 18. ARTICLE 6, ENTITLED "FISCAL MANAGEMENT", at Section 6.2 thereof, "ACCOUNTS", is hereby amended as follows:

6.2) Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

- a) Current expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenditures for the succeeding year. If the Association realizes excess member income in a given year, then the unit owners may vote at the annual meeting of the Association to apply said excess member income against the forthcoming year's assessments. Said determination of the Unit owners shall be made by a majority of those in attendance at the annual meeting, either in person or by proxy. If the Unit owners fail to vote at the annual meeting to apply the excess member

income against the forthcoming year's assessments, the Association shall report any excess member income as taxable income on the year-end income tax return to the extent required by the U.S. Internal Revenue Code and regulations promulgated thereunder.

- b) Reserve for deferred maintenance, which shall include funds for maintaining items that occur less frequently than annually.
- c) Reserve for replacement and other capital expenditures, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence. With respect to Items b) and c) described immediately above, said reserve accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing in the common elements, regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost to the Association exceeds \$10,000.00, and for the deferred maintenance of the park property in the general common elements. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.
- d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

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19. ARTICLE 6, ENTITLED "FISCAL MANAGEMENT", at Section 6.3 thereof, "BUDGET", is hereby amended as follows:

6.3) Budget. The board of directors shall adopt a budget each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows: The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Section 718.504(20), Florida Statutes. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing of the common elements, regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost to the Association exceeds \$10,000.00, and for the deferred maintenance of the park property in the general common elements. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve assessments annually to take

into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. The immediate foregoing shall not apply to any budget in which the members have by a majority vote at a duly called meeting of the Association determined for a fiscal year to provide no reserves or reserves less adequate than required by the foregoing section. If an adopted budget requires assessments against the Unit owners in any fiscal or calendar year which exceed 115 percent (115%) of the assessments for the preceding year, the board of directors, upon written application of 10 percent (10%) of the voting interests to the board, shall call a special meeting of the Unit owners within 30 days upon not less than 10 days' written notice to each Unit owner. At the special meeting, Unit owners shall consider and enact a budget. The adoption of the substitute budget shall require a vote of not less than a majority vote of the voting interests. The board of directors may propose a budget to the Unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the Unit owners at the meeting or by a majority of all the voting interests in writing, the budget is adopted. If a meeting of the Unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit owners, the budget adopted by the board of directors goes into effect as scheduled. In determining whether assessments exceed 115 percent (115%) of similar assessments in the prior year, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property must be excluded from the computation.

~~a) Current expenses, the amount for which shall not exceed 105% of the budget for this account for the prior year.~~

~~b) Reserve for deferred maintenance, the amount for which shall not exceed 105% of the budget for this account for the prior year.~~

~~c) Reserve for replacement, the amount for which shall not exceed 105% of the budget for this account for the prior year.~~

~~d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed \$8,000.00 \$15,000.00; provided, however, that in the expenditures of this fund no sum in excess of \$1,500 \$5,000.00, shall be expended for a single item or purpose without the approval of a majority of the members of the Association in attendance at a meeting of the membership called at least in part for such purpose.~~

~~e) Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by unit owners entitled to cast not less than 75% of the votes of the entire membership of the Association; and further provided; however, that until the Developer of the Condominium has closed the sales of all units of the Condominium and all of the contemplated~~

~~improvements have been completed, or until December 31, 1976, or until the Developer elects to terminate his control of the Condominium, whichever shall first occur, the board of directors may omit from the budget all allowances for contingencies and reserves:~~

~~6) Copies of the budget and proposed assessments shall be transmitted mailed to each member on or before December 1, preceding the year for which the budget is made not less than fourteen (14) days prior to the board meeting at which the budget will be considered, together with a notice of that meeting. The directors' meeting at which the budget shall be considered shall be open to all of the members. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.~~

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20. ARTICLE 6, ENTITLED "FISCAL MANAGEMENT", at Section 6.6 thereof, "ASSESSMENTS FOR EMERGENCIES", is hereby amended as follows:

6.6) Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made by the board of directors only after notice of the need for such is given to the unit owners concerned at a duly called board meeting called for such purpose. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners concerned, the The assessment shall become immediately effective, and it shall be due after 30 days' notice in such manner as the board of directors of the Association may require in the notice of assessment.

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21. ARTICLE 6, ENTITLED "FISCAL MANAGEMENT", at Section 6.8 thereof, "AUDIT", is hereby amended as follows:

6.8) Audit. An audit of the accounts of the Association shall be made annually ~~by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made~~ from time to time as directed by the directors. A copy of any audit report received as a result of an audit or written summaries thereof shall be furnished each member of the Association not less than thirty (30) days after its receipt by the directors. Within 60 days following the end of the fiscal or calendar year, the board of directors shall mail or furnish by personal delivery to each Unit owner a complete financial report of the actual receipts and expenditures for the previous 12 months, or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting procedures. The report shall meet the requirements of Section 718.111(13), Florida Statutes. If required by The Florida Condominium Act, the board of directors shall deliver to the unit owners, in lieu of the financial report described in Section 718.111(13), Florida Statutes, a complete set of financial statements for the preceding fiscal year. The rules of the Division of Florida Land Sales,

Condominiums and Mobile Homes may require that the financial statements be compiled, reviewed, or audited. The requirement to have the financial statements compiled, reviewed, or audited shall not apply to the Association if a majority of the members at a duly called meeting of the Association have determined for a fiscal year to waive this requirement.

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22. ARTICLE 6, ENTITLED "FISCAL MANAGEMENT", at Section 6.9 thereof, "FIDELITY BONDS", is hereby amended as follows:

6.9) Fidelity Bonds. Fidelity bonds shall be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall not be less than one-half of the amount of the total annual assessment against members for common expenses in accordance with Florida Statutes Section 718.112(2)(j). The premiums on such bonds shall be paid by the Association.

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23. ARTICLE 6, ENTITLED "FISCAL MANAGEMENT", is hereby amended by the addition of new Section 6.10, "APPLICATION OF PAYMENTS AND COMMINGLING OF FUNDS", as follows:

6.10) Application of Payments and Commingling of Funds. All sums collected by the Association from common expense assessments and other charges and income may be commingled in a single fund or divided into more than one fund, as determined by the directors. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a vote of the majority of the voting interests, voting in person or by limited proxy at a duly called meeting of the Association. Any delinquent payment by a member shall be applied to interest, costs, attorney's fees, other charges, expenses, advances and general or special assessments in such manner and amounts as the directors determine.

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24. A NEW ARTICLE 9, ENTITLED "RULES AND REGULATIONS", is hereby created, including the addition of new Section 9.1, "RULES AND REGULATIONS", as follows:

ARTICLE 9  
Rules and Regulations

9.1) Rules and Regulations. Rules and Regulations may be adopted and amended from time to time by the board of directors, and shall be deemed in effect until amended by the directors and shall apply to and be binding upon all members. The members shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control or supervision. In order to change, amend or vary old or present rules and regulations and/or

adopt new rules and regulations, the same shall be duly passed by at least a majority vote of the entire board of directors; no vote of the membership shall be required. A change, amendment or adoption of a rule and regulation shall not require an amendment to the Bylaws. A copy of the Rules and Regulations and each amendment thereto shall be provided to the Unit owners by the board of directors.

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- 25. A NEW ARTICLE 10, ENTITLED "RECREATIONAL AND OTHER FACILITIES", is hereby created, including the addition of new Section 10.1, "RECREATIONAL AND OTHER FACILITIES", as follows:

ARTICLE 10  
Recreational and Other Facilities

10.1) Recreational and Other Facilities. From time to time, the Association, through its board of directors, shall have the right to modify, add, delete, substitute, or otherwise develop recreational and/or other facilities and amenities of the Condominium. If such action would materially alter or modify, or substantially add to, the appurtenances of a Unit, then such action shall require the affirmative vote of three-quarters (3/4) of the members present in person or by proxy at a duly called and convened meeting of the Association.

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- 26. A NEW ARTICLE 11, ENTITLED "ACQUISITION OF ADDITIONAL LANDS", is hereby created, including the addition of new Section 11.1, "ACQUISITION OF ADDITIONAL LANDS", as follows:

ARTICLE 11  
Acquisition of Additional Lands

11.1) Acquisition of Additional Lands. From time to time, the Association, through its board of directors, shall have the right to purchase or otherwise acquire additional lands to the Condominium property though not for a commercial pursuit, which lands may or may not be converted to condominium parcels. If such action would materially alter or modify, or substantially add to, the appurtenances of a Unit, then such action shall require the affirmative vote of three-quarters (3/4) of the members present in person or by proxy at a duly called and convened meeting of the Association. Once the additional lands are acquired, the Board of Directors shall have all the powers and duties with respect to such lands as the Board of Directors has with respect to the common elements of the Condominium.

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- 27. A NEW ARTICLE 12, ENTITLED "TRANSFERS AND FEES; RESTRICTION ON RENTAL OF UNIT", is hereby created, including the addition of new Sections 12.1 and 12.2, entitled "TRANSFERS AND FEES" and "RESTRICTIONS ON RENTAL OF UNIT", respectively, as follows:

ARTICLE 12  
Transfers and Fees; Restrictions on Rental of Unit

12.1) Transfers and Fees. The conveyance or lease of Units is subject to the approval of the directors pursuant to these Bylaws and the Declaration of Condominium. The directors may impose a fee in connection with the approval of the conveyance or lease of Units: provided, however, that no fee shall be charged in connection with a conveyance, lease or approval in excess of the expenditures reasonably required for the transfer, and this expense shall not exceed the greater of \$100.00 or the maximum fee prescribed by law. No charge shall be made in connection with an extension or renewal of a lease. The board of directors is authorized to adopt rules requiring as a condition to permitting the lease of a Unit the depositing into an Association escrow account a security deposit in an amount not to exceed the equivalent of one (1) month's rent. The security deposit shall protect against damages to the common elements or other Condominium property. Within fifteen (15) days after a lessee vacates the premises, the Association shall refund the full security deposit or give written notice by certified mail, return receipt requested, to the lessee at lessee's last known address of any claim made against the security deposit. Disputes involving the security deposit shall be handled in the same fashion as disputes concerning security deposits under Section 83.49 Florida Statutes' (The Florida Landlord-Tenant Act).

12.2 Restriction on Rental of Unit. No Unit shall be rented except for a term of not less than (6) months.

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28. A NEW ARTICLE 13, ENTITLED "LEVYING OF FINES" is hereby created including the addition of new Section 13.1, "LEVYING OF FINES", as follows:

ARTICLE 13

Levying of Fines

13.1 Levying of Fines. In addition to other powers and duties of the board of directors in the administration and enforcement of the Condominium Documents and the Rules and Regulations, the board of directors or a committee designated by the board of directors shall all the powers and duties necessary and/or convenient for levying reasonable fines against members and their licensees, invitees, lessees or other unit occupant(s) who fail to comply with any provision of the Condominium Documents or reasonable rules and regulations of the Condominium. The board of directors shall promulgate rules and regulations for the implementation of the fine-levying authority granted herein. Such rules and regulations shall include, among others, the following: (a) that no fine shall exceed the maximum amount or be levied more frequently than allowed by Florida Statutes Chapter 718, as the same may be amended from time to time; and (b) that no fine shall be levied except after giving reasonable notice and opportunity for a hearing to the member and, if applicable, the member's licensee, invitee, lessee or other unit occupant(s).

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29. A NEW ARTICLE 14, ENTITLED "ALTERNATIVE DISPUTE RESOLUTION" is hereby created, including the addition of new Section 14.1, "ALTERNATIVE DISPUTE RESOLUTION" as follows:



**ARTICLE 14**  
**Alternative Dispute Resolution**

14.1 Alternative Dispute Resolution. Internal disputes arising from the operation of the Condominium among Unit owners, the Association, and their agents and assigns, shall be submitted for voluntary alternative dispute resolution to the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation in accordance with Section 718.1255, Florida Statutes.

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30. A NEW ARTICLE 15, ENTITLED "WAIVER OF BIDDING PROCEDURES", is hereby created, including the addition of new Section 15.1, "WAIVER OF BIDDING PROCEDURES", as follows:

**ARTICLE 15**  
**Waiver of Bidding Procedures**

15.1 Waiver of Bidding Procedures. In accordance with Section 718.3026, Florida Statutes, and pursuant to the affirmative vote of two-thirds (2/3) of the Unit owners, the Association hereby opts out of and waives the provisions of said statute which would otherwise impose a condition of competitive bidding on certain contracts before the Association may enter into them.

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KEY: Words underlined are additions to the existing Bylaws. Words ~~struck through~~ are deletions to the existing Bylaws.

Such action was taken subsequent to a meeting of the Board of Directors, who, by a unanimous vote, adopted a similar resolution.

EXECUTED this 13<sup>th</sup> day of April, 2000, in the name of the Corporation by its President and its Secretary, who declare under the penalties of perjury that the facts stated herein are true.

SORRENTO VILLAS, SECTION 5,  
ASSOCIATION, INC.

WITNESSES:

#1 sign: [Signature]  
#1 print: Harlan Friddle, Jr.

By: [Signature]  
HARLAN FRIDDLE, President

#2 sign: [Signature]  
#2 print: Linda Barber Sellers

ATTESTED TO:

By: [Signature]  
LINDA MONTGOMERY, Secretary

(CORPORATION SEAL)



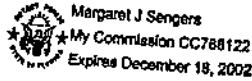
STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2000, by HARLAN FRIDDLE and LINDA MONTGOMERY, as President and Secretary, respectively, of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said Corporation and who acknowledged before me that the execution thereof is their free act and deed. They (notary choose one)  are personally known to me or  have produced \_\_\_\_\_ as identification.

Margaret J. Sengers  
Signature of Notary Public

MARGARET J. SENGERS  
Print name of Notary Public, affix seal, and state  
 Notary's commission number and expiration  
 date

hfd.sorrento.5.condo.doc.cert-by1-2.amd



**BYLAWS  
AMENDED  
4-30-2002**

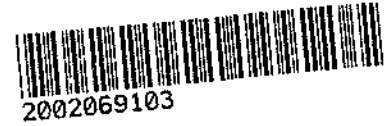
518

Rec.: \$10.50

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2002069103 2 PGS  
2002 APR 30 11:34 AM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
TRAIN 2 Receipt#164654

This Instrument Prepared By:  
HARLAN R. DOMBER, ESQUIRE  
LAW OFFICE OF HARLAN R. DOMBER, P.A.  
3900 Clark Road, Suite L-1  
Sarasota, Florida 34233  
(941) 923-9930

**CERTIFICATE OF AMENDMENT TO  
THE BYLAWS OF  
SORRENTO VILLAS, SECTION 5,  
ASSOCIATION, INC.**



KNOW ALL MEN BY THESE PRESENTS:

The Unit Owners/Members of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida not-for-profit corporation organized under Chapters 617 and 718 of the Florida Statutes, and being the entity responsible for the operation of SORRENTO VILLAS, SECTION 5, CONDOMINIUM, situated in Nokomis, Sarasota County, Florida, in accordance with the Declaration of Condominium recorded in Official Records Book 977, Page 1765, et seq., of the Public Records of Sarasota County, Florida, at the duly convened annual meeting of the corporation on February 7, 2002, called in part for the below-described purpose, at which meeting a quorum of the unit owners was in attendance either in person or by proxy, and by the requisite affirmative vote for the following amendment (to wit: 29 in favor and 4 opposed), have adopted the following amendment to the Bylaws of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., to wit:

**ARTICLE 2, ENTITLED "MEETINGS OF MEMBERS", at Section 2.1 thereof, "ANNUAL MEETINGS", is hereby amended as follows:**

**2.1) Annual Meetings. The annual meeting of the members shall be held at the office of the corporation or at such other place in Sarasota County, Florida that is designated by the Board of Directors in the notice**

SORRENTO VILLAS, SECTION 5,  
ASSOCIATION, INC.

WITNESSES:

#1 sign: *Barbara J. Underwood*  
#1 print: BARBARA J. UNDERWOOD

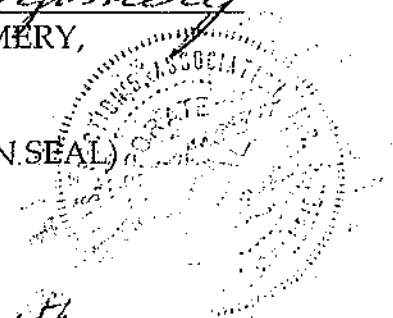
By: *Raymond C. Shaffer*  
RAYMOND C. SHAFFER, President

#2 sign: *Ernest C. Raasch*  
#2 print: ERNEST C. RAASCH

ATTESTED TO:

By: *Linda Montgomery*  
LINDA MONTGOMERY,  
Secretary

(CORPORATION SEAL)



STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April, 2002, by RAYMOND C. SHAFFER and LINDA MONTGOMERY, as President and Secretary, respectively, of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said Corporation and who acknowledged before me that the execution thereof is their free act and deed. They (notary choose one)  are personally known to me or  have produced \_\_\_\_\_ as identification.

**BYLAWS  
AMENDED  
11-23-2004**

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2004224185 2 PGS  
2004 NOV 23 11:54 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
GBURCH Receipt#551302

Rec.: \$10.50

Return  
to:

This Instrument Prepared By:  
HARLAN R. DOMBER, ESQUIRE  
LAW OFFICES OF HARLAN R. DOMBER, P.A.  
3900 Clark Road, Suite L-1  
Sarasota, Florida 34233  
(941) 923-9930



**CERTIFICATE OF AMENDMENT TO  
THE BYLAWS OF  
SORRENTO VILLAS, SECTION 5,  
ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

The Unit Owners/Members of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida not-for-profit corporation organized under Chapters 617 and 718 of the Florida Statutes, and being the entity responsible for the operation of SORRENTO VILLAS, SECTION 5, CONDOMINIUM, situated in Nokomis, Sarasota County, Florida, in accordance with the Declaration of Condominium recorded in Official Records Book 977, Pages 1765. Et seq., of the Public Records of Sarasota County, Florida, at the duly convened annual meeting of the corporation on November 13, 2003, called in part for the below described purpose, at which meeting a quorum of the unit owners was in attendance either in person or by proxy, and by the requisite affirmative vote for the following amendment to The Bylaws of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., to wit:

**ARTICLE 2, ENTITLED "MEETINGS OF MEMBERS", at Section 2.1 thereof, "ANNUAL MEETINGS", is hereby amended as follows:**

**2.1) Annual Meetings. The annual meeting of the members shall be held at the office of the corporation or at such other place in Sarasota County, Florida that is designated by the Board of Directors in the notice of the meeting, at 7 o'clock P.M. Eastern Standard Time on the first second Thursday following the first Monday of November of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.**

\*\*\*\*\*

**KEY: Words underlined are additions to the existing Bylaws. Words ~~Struck through~~ are deletions to the existing Bylaws.**

Such action was taken subsequent to a meeting of the Board of Directors, who, by A unanimous vote, adopted a similar resolution.

EXECUTED this   11   day of November, 2004, in the name of the Corporation by its President and its Secretary, who declare under penalties of perjury that the facts stated herein are true/

WITNESSES:

SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC.

#1 sign: Harlan H. Friddle By: Raymond C. Shaffer  
#1 Print: HARLAN H. FRIDDLE RAYMOND C. SHAFFER, President

#2 sign: Barbara J. Friddle ATTESTED TO:  
#2 print: BARBARA J. FRIDDLE


By: Judith A. Shaffer  
JUDITH A. SHAFFER,  
Secretary

(CORPORATIONS SEAL)



STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this   11   day of November, 2004, by RAYMOND C. SHAFFER and JUDITH A. SHAFFER, as President and Secretary, respectively, of SORRENTO VILLAS, SECTION 5, ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of said Corporation and who acknowledged before me that the execution thereof is their free act and deed. They (notary choose one) [] are personally known to me or [] have produced \_\_\_\_\_ as identification.

 **S. Kathleen Kemp**  
Commission # DD298560  
Expires June 18, 2008  
Bonded Troy #aln - insurance, Inc. 800-385-7019

S. Kathleen Kemp  
Signature of Notary Public

S. Kathleen Kemp  
Print name of Notary Public, affix seal, & state  
Notary's commission number & expiration date



APPROVED 7/29

## Sorrento Villas Section 5 Rules and Regulations

AUGUST 2017

**NOTE:** THESE RULES AND REGULATIONS ARE PART OF THE OFFICIAL CONDOMINIUM DOCUMENTS THAT MUST BE GIVEN TO ALL POTENTIAL BUYERS. CALL YOUR ASSOCIATION'S SECRETARY TO ENSURE THAT YOU HAVE THE MOST RECENT VERSION.

Please remember that this is a Condominium Association and Board approval is required before changes of any kind are made to the external surfaces of a Villa or planting areas or other landscaping. Occupants and Owners shall abide by all Rules and Regulations promulgated by the Association concerning occupancy and use of the Condominium Villa and Common Element areas.

**These restrictions insure property values remain high and that the community is attractive and compatible. Owners, tenants and other occupants of any property are responsible for compliance.**

1. TV antennas or satellite dishes may not be attached to the exterior of the Villa, nor placed on the roof. The satellite dish may not exceed 20" (inches) in diameter. The Villa owner shall be responsible for any damages caused by the placement of antenna or dish.
2. No clotheslines or drying facilities shall be permitted outdoors of any Villa or on any part of the Common Elements.
3. No signs of any type shall be permitted on any Villa, or any part of the Common grounds, or inside Villa, where they may be viewed from the Common Elements, except for: (1) one sign of a Security Alarm Company, (1) one Pet Warning sign, neither to be any larger than 2 square feet in size, (1) one Licensed Real Estate Agency sign. A Villa owner may place a "For Sale" or "For Lease" sign outside of a Villa within the Villa Owner's Limited Common Elements. (1) one "Estate Sale" or "Garage Sale" sign may be posted in the Villa Owner's Limited Common Element outside the Villa for a maximum of 48 hours. Name placards or decorative signs may be placed outside a Villa with Board approval.
4. All garbage or trash containers must be concealed from adjoining areas. Trash bags in containers and recycle bins shall be placed at the driveway entrances to the streets on the day of trash pickup, or the night before pickup only. All other containers are not allowed to be left out overnight without Board approval. Weeds, branches, or shrubs and trees are to be properly cut, tied, and placed for regular recycling pickup. Lawn maintenance crews do not pick up yard refuse except for large debris left after a storm.
5. No Villas may be used for any home occupation except as outlines in Section 28.76 of the Sarasota County Ordinances. In part, no increased traffic can be generated by the

home occupation, customers and employees are prohibited from coming their residence to conduct business, and the home occupation is subject to all County occupational license requirements.

6. All Villa owners must give written notice of any defects or damages to the outside surfaces or roof of his/her Villa to the Association within **30 days** of the defect occurring. Failure to do so will result in denial of liability on the part of the Association and refusal to correct such defect at the Association's expense. In an emergency situation, a phone call may be placed to initiate resolution of the problem but must be followed up by a letter to the Association.
7. The Condominium Association assumes the responsibility of mowing and fertilizing lawns. Currently we fertilize two times annually as per our lawn maintenance contract. All other lawn maintenance is the owner's responsibility including lawn replacement, thatch control, lawn disease control, and lawn insect control. The lawn maintenance crew does not pick up dropped fruit nor do they rake the lawns. Villa owners are responsible to pick up dropped fruit at least once a week (or as necessary) and placing it with the regular trash. If this is not done, the Association will have the work performed at the expense of the unit owner.
8. The Association disclaims any responsibility for care of flowers, shrubs or trees placed around a Villa or any part of the Limited Common Elements or Common Elements by the owner, previous owners, or lessee.
9. Each Villa Owner is required by the Association to maintain an existing Post Lamp in front of his/her Villa so that the light works during darkness.
10. No gravel, blacktop, paved parking strips or any other surfaces are permitted on any Villa site without the prior written approval of the Board of Directors of Sorrento Villas, Section 5, Association, Inc. Approval will be given when the addition of a concrete parking slab will not impact the general aesthetics of the site and there is adequate space available. The requestor must obtain prior written approval of the owner adjoining the property where the slab will be located. A construction plan is required along with an ARC Request.
11. Dogs or cats must be on a leash under owners, or temporary caretakers, immediate supervision when outdoors. Owners and temporary pet caretakers shall gather and properly dispose of animal waste. Sarasota County requires dogs and cats to be licensed and vaccinated for rabies every three years. There is a 40 pound weight limit per dog and or cat. No more than two pets are permitted in one Villa without prior Board approval.
12. Parking:
  - A. No vehicle or commercial vehicle shall be parked on any street, lawn, or on any Common Elements of the Association between the hours of 11:00 P.M. and 6:00 A.M. any day of the week. Any owner or lessee using a

commercial vehicle must store it in an enclosed garage overnight or cover any commercial printing and/or commercial graphics contained on such vehicle when parked outside overnight.

- B. A Unit Owner's camper, boat, trailer, motor home, converted bus or any other type of vehicle intended for recreational purposes may be parked on an owner's driveway up to 48 hours prior to departure on a trip and up to 48 hours following a trip. No uninsured, unlicensed, unregistered or inoperable vehicle may be stored on driveway of Villa longer than (1) One Week without Board approval. Campers and RV's of visitors may not be parked in a Villa driveway for more than 48 hours. The Board of Directors or Management Company must be notified ahead of time.
  
  - C. No owner, visitor, or service person may park a vehicle of any type on any Common Land area including the Park area on the lake side of Villa Park Drive.
13. It is the Villa Owner's responsibility to keep plantings from touching the Villa or soffit/fascia areas and keep plantings trimmed to allow for exterior Villa maintenance. A space of at least a couple of inches must be maintained between any wood siding or trim and the ground or mulch. Any damage caused by failure to comply with this is the Villa Owner's responsibility.
  
  14. "Native" trees that an owner would like to have trimmed for cosmetic reasons (non-hazardous reasons) may be brought to the Board's attention. The Association will get an estimate of cost for same and relay it to the Villa Owner. Upon approval by the Villa owner, the work will be performed and the Villa Owner assessed for the service. "Non-native" trees, regardless of when or how such non-native tree was planted, that become a hazard or are diseased must be treated or removed by the Villa Owner. Failure to do so in a timely manner will result in the Association arranging for the work to be done and the Villa Owner will be billed for the cost. Any Common Element Native tree that is diseased and presents imminent danger to surrounding property will be removed. Native trees cannot be removed without Board approval.
  
  15. The Association shall maintain the exterior surface of all supporting walls of the Villa including outside surfaces in front lanais and Florida Rooms, whether screened or open. Lanai and Florida Room ceilings shall be maintained by the Association except if Florida Room is permanently enclosed. If the Florida Room is permanently enclosed the ceiling and walls become a part of the unit under roof and as such will be maintained by the Villa Owner.
  
  16. The Association carries a package insurance policy that covers liability, Fidelity Bonds for Board members, and property and windstorm/hurricane coverage on the exterior support walls of the villas and the roofs (See insurance summary letter provided by the Association's insurance agent.) However, Villa Owners are responsible for obtaining their own condominium policy and any additional coverage recommended by their insurance agent (for example, windstorm and hurricane coverage for the interior which the Association does not provide). Flood insurance is not carried by the Association.

17. Villa Owners, Lessee or any occupants shall not create a nuisance and Villa owners may be subject to a violation fine.
18. The Association pays for removal of debris on roofs once a year when roofs are cleaned. Any additional debris removal and gutter cleaning are the responsibility of the Villa Owner.
19. The installation of any fencing must be approved by the Board with construction plans and a Request For Modification Form submitted prior to any changes occurring. All fencing must be maintained by the Villa owner.
20. Pool maintenance, maintenance of the associated structures including pool cages, and insurance for same are the responsibility of the Villa Owner.
21. Villa Owners must provide emergency contact information and list location of an extra key with the Association Secretary.
22. Irrigation wells may be dug, with Board approval, by Villa Owner at Owner's expense, but cannot interfere with any neighbor.
23. Sidewalk and driveway: cosmetic repairs are the owner's responsibility. Other concrete problems that are not cosmetic will be repaired with concrete only (not pebble coating) at Board's discretion.
24. Board approval is required for the addition of solar panels or skylights. If an owner receives approval and has the project completed, or the structure currently has these items, the entire section of the roof involved is the Villa Owner's responsibility. All approved work shall be completed within 1 year.
25. Any work to be performed, that is the Association's responsibility, shall be during regular working hours. Any work requested by owner, which involves after hours or holiday rates shall be paid for by the owner. This does not apply to emergency situations.
26. No sporting equipment , toys or lawn furniture shall be left outside overnight and must be brought in to the Villa or within enclosed area out of sight.
27. Unit owners are required to remove lawn furniture, above ground potted plants, bicycles, trash cans, and all other items which could become dangerous during high wind conditions from the common areas. This regulation is based on the Official Guide for the Tampa Bay Area; "Hurricane Guide" issued by Sarasota County. The purpose of the rule is to protect Villa Section 5 units/members from damage caused by flying objects during Tropical and hurricane force wind conditions. The rule is effective whenever NOAA (National Oceanic & Atmospheric Administration) issues a Storm Warning with winds greater than 60 MPH. Failure to comply would result in the Board of Directors hiring appropriate personnel to remove the items specified at the owner's expense. Every effort will made to move the items into the screened

porch areas or garage of the owner, however if this is not possible, the materials will be removed and may be destroyed. No action will be taken to relocate the removed items to their original positions in the Common Areas. Seasonal residents should pay particular attention to this regulation when preparing to vacate their villa for their trip back north.

28. A violation of the Rules and Regulations will result in the following actions:
  - A. When a violation of a rule or regulation occurs, a representative of the Board will contact the owner and or occupant informing them of the violation either in person or by phone. It is our wish a resolution can be made at that time.
  - B. If a resolution cannot be made, a certified letter, return receipt requested, will be sent to the violator informing them in writing as to what rule has been broken.
  - C. If the violation is not corrected, the Management Firm will send a second letter, Certified mail, return receipt requested, advising the violator (14 day notice) he/she will have the chance to come in front of the Fining Committee to state their case.
29. All violations of the Rules and Regulations and the Association By-Laws, the Board of Directors will follow Florida Statutes 718.303:
  - A. Fine may be levied up to \$100 per violation; not more than \$1,000 in aggregate for continuing violations.
  - B. Fine may NOT become a lien against the unit.
30. Violation Procedures
  - A. A violation comes to the attention of the Board.
  - B. Board meets (48 hours' notice will be posted)
  - C. Board will decide whether to fine and what the fine will be, but does not impose the fine yet.
  - D. A 14 day notice is sent to the owner and, if applicable, to the occupant, licensee or invitee, giving the owner/violator the opportunity to plead their case to the Fining Committee.
31. Any Villa owner who wants to add a tree or shrub to the Common Element must submit a Request For Modification (FORM 6) to the Architectural Review Committee or Board of Directors for approval. If approved, a \$400 fee will be assessed and put in Reserves.

### **HELPFUL HINTS:**

- A. Maintenance Fees are due the 1<sup>st</sup> of every month. A check made payable to Sorrento Villas Section 5. Mail to Argus Property Management 2477 Stickney Point Road, Suite 118A, Sarasota, FL, 34231 or P.O. Box 342, Nokomis, FL 34274-0342 or place in the drop box (check with Treasurer for availability of drop box). Allow adequate days for mailing checks from out of town.
- B. Roofs are cleaned once a year, usually in the spring. A bleach solution is used and while plants are rinsed, less plant damage occurs if the Villa owner will also immediately rinse all plantings affected by the spray.
- C. Villa Owners should report the occurrence of any pest or hazardous situation on Common Elements (for example: a hornet's nest) as soon as possible.
- D. Thursday -**Trash Pickup & Recycling** - Call Sarasota County Solid Waste Collection for specifics. 941-861-5000

**Red bin** - newspapers, magazines, and corrugated cardboard. Boxes should be flattened.

There are size restrictions.

**Blue bin** - plastic bottles with necks, cans, aerosol cans, glass jars, aluminum foil, and Cardboard juice and milk containers. No Styrofoam (some grocery stores have Styrofoam recycling bins). Yard waste: (not dropped fruit) may be placed in garbage containers, tied in bundles or bagged.

### **Hazardous Waste and Electronics**

Watch newspapers and Sarasota County Webpage [www.scgov.net](http://www.scgov.net) for periodic dates and depositories for hazardous wastes. Call Waste Management 941-493-4100 for pick-up of Electronic Devices.