

STATE OF FLORIDA

SORRENTO CAY AN ECO-VILLAGE

COUNTY OF SARASOTA

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") is made this 10th day of August, 1998 by H. Lauden Pitts and Carolyn K. Pitts hereafter referred to as "Developer".

STATEMENT OF PURPOSE

Developer is the fee simple owner of certain real property located in Sarasota County, Florida, and desires to create therein an exclusive private residential community to be named "SORRENTO CAY" which is to be developed as single family detached dwellings, to wit: Block F, Lots 1 through 13; Block G, Lots 1 through 21, Block H, Lots 1 through 28, Havana Heights Subdivision, as recorded in Plat Book 2, Page 65 of the Public Records of Sarasota County, Florida.

Developer desires for the use and benefit of itself, its successors and assigns, and for future property owners to provide attractiveness of all properties within SORRENTO CAY. To this end the Developer subjects the above-described property together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which are for the benefit of said property and each owner thereof.

NOW, THEREFORE, Developer for itself, its successors and assigns, and for its future grantees, their heirs, successors and assigns, hereby does declare that the above-described property and such additions as may be made subject to the provisions hereof is and shall be held, transferred and sold and conveyed subject to this Declaration.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to SORRENTO CAY OWNERS' ASSOCIATION, INC. a Florida non-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean all real property including the improvements thereto labeled as "Common Area" on the Plats and all roads and streets shown thereon (except for public roads and streets), the stormwater management system, and any open space, which shall be maintained by the Association.

Section 3. "Developer" shall mean and refer to H. Lauden and Carolyn K. Pitts, its successors and assigns.

Section 4. "Development" shall mean and refer to SORRENTO CAY, a residential development proposed to be developed on the Properties by the Developer.

Section 5. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, appearing on the Maps with the exception of the Common Area. The term "Improved Lot" shall mean any Lot upon which has been constructed any house or a

townhouse dwelling. The term "Unimproved Lot" shall mean and refer to any Lot which is not an Improved Lot.

Section 6. "Plats" shall mean and refer to the plat of the Properties as recorded (either now or hereafter) in the Public Records of Sarasota County, Florida.

Section 7. "Member" shall mean and refer to all Lot Owners, and to every other person or entity who holds membership in the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot including the Developer if it owns any Lots, and including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 9. "Properties" shall mean and refer to the properties which are now or may hereafter be made subject to this Declaration and brought within the jurisdiction of the Association.

Section 10. "Stormwater Management System" shall mean all lakes, ponds, swales, wetlands, culverts, inlets, and outfalls used in connection with the retention, drainage, and control of stormwater within the Sorrento Cay Subdivision, together with all drainage control devices, facilities, and apparatus used in connection therewith, all waters contained therein, and all easements therefor as may exist by virtue of this Declaration or other recorded instrument or plat.

ARTICLE II

USE RESTRICTIONS

Section 1. Residential Use. All Lots shall be used only for single family, residential purposes and common recreational purposes auxiliary thereto and for no other purpose. Only one family may occupy a Lot as a principal residence at any one time. All homes are to be built to an Energy Performance Index of 50. Buildings constructed on the Lots are subject to the following general construction criteria in addition to the provisions of Article IV hereof:

(a.) Size. Every dwelling constructed on a Lot shall contain at least 1,400 square feet of fully enclosed and heated and air-conditioned floor area exclusive of roofed or unroofed porches, decks, patios, terraces, and garages. Two story units must have a minimum of 100 square feet of living area on the first floor.

(b.) Location. Minimum setback measurements for construction are as follows:

On a 50' wide Homesite- Front- 20'
Sides-5' and 5'
Rear- 10'

(This means even if the rear Lot line is in the middle of the lake, the 10' is measured from that point.)

On a 75' wide Homesite- Front- 20'
Sides- 6' minimum but in no case less the 15' combined side yards.
Rear- 10' (see above for

Lakefront)
Maximum Lot coverage by building is 35%.

- (c.) Swimming Pools, Spas and Hot Tubs. Swimming pool deck dimensions and design must be submitted for review and approved by the Developer. Details pertaining to privacy or visual separation must be included in the submittal.

All swimming pools must be inground. Raised decks, spa areas, etc. shall not project more than two (2) feet above the finished grade. Pools shall not be permitted on the front/street side of the residence, nor shall any portion of a pool, decking or enclosure be permitted to extend more than four (4') feet outside the building set-back lines.

Mechanical equipment should be concealed and located so as not to have an adverse effect on the use and enjoyment of adjacent property.

Spas/hot tubs shall be located in the rear yard away from adjacent property so that their use, presence, and noise of the mechanical equipment do not adversely affect the use and enjoyment of the adjacent property. They should be an integral part of a deck, patio, or landscaping. Mechanical equipment, pipes, and wiring must be concealed. Spas/hot tubs must be screened from adjacent property and all of the understructure of spas/hot tubs which are set into above ground decks must be screened.

- (d.) Exterior Lighting. The lighting fixture design must be compatible with the architectural design and appropriately located. The lights must be directed downwards, diffused, shielded, or of low wattage. Colored lighting is prohibited except during holidays.
- (e.) Yards and Landscaping. Yards and Landscaping shall meet the guidelines set by the Florida Yards and Neighborhoods Program.
- (f.) Mailboxes and House Numbers. No mailbox, newspaper box or other receptacle of any kind for use in the delivery of mail newspapers, magazines or similar material shall be of a type other than that which will be designated by the Developer.
- (g.) Sidewalks. With respect to Lots 1 through 13 Block F, Lots 10 through 21, Block G, Lots 13 through 28 Block H, the Plans submitted to Developer for construction of the first dwelling on the Lot shall provide for the installation of a five-foot-wide sidewalk along the entire front Lot line and the paved surface of the adjoining street, which installation shall be constructed with the dwelling at the Lot Owner's expense. The sidewalk shall be constructed of porous concrete on an appropriate base in accordance with the development plans for the Subdivision approved by Sarasota County, so that the sidewalks on the respective Lots will be connected in a continuous uniform manner. Each Owner shall complete installation of the sidewalk on his Lot by the earlier of: (a) the issuance by Sarasota County of a certificate

of occupancy for a dwelling on the Lot; or (b) two years after the date of recording of the plat of the Subdivision in the Public Records, or such later date as may be approved by Sarasota County for completion of the

installation of sidewalks in the Subdivision. If an Owner fails to install a sidewalk as required, and if such failure continues for a period of 30 days following written notice from the Association to the Owner of such failure, the Association shall cause the sidewalk to be installed. All agents and employees of the Association, together with such other Persons as may be authorized by the Board, shall have the right to enter upon the Owner's Lot to perform such installation, all without liability or responsibility, criminal or civil, for trespass or any other action. All costs incurred by the Association in installing the sidewalk, together with Administrative Fee, shall be assessed against the Owner's Lot as an Individual Assessment.

Section 2. Nuisance. No noxious or offensive activity shall be conducted upon any Lot or in any building thereon nor shall anything be done thereon or therein which is or may become an annoyance or nuisance to other Owners.

Section 3. Animals. No animals, livestock, or poultry of any kind shall be kept on any Lot or in any building thereon except that dogs, cats or other common household pets may be so kept provided they are not kept for commercial purposes, and provided further, that they are kept on a leash at all times.

Section 4. Temporary Structures. No structure of a temporary character shall be placed upon any Lot: provided, however, that this prohibition shall not apply to shelters used by a contractor during the construction of the dwelling to be located on the Lot: provided further, however, that such permitted temporary shelters may not be used as residences or permitted to remain on the Lot after completion of construction.

Section 5. Antennas and Power Lines. No television or radio receiver or transmitter or other antennas which are visible from any Common Area, street or adjoining Lot will be permitted without written approval from the Developer. All telephone, electric and other wires of all kinds located within the utility easements reserved in this Declaration to any dwelling, building or other structure must be installed underground.

Section 6. Fuel Tanks/Garbage Containers. All fuel tanks and similar storage receptacles must be installed within accessory buildings or underground. All outdoor receptacles for ashes, trash, rubbish or garbage shall either be installed underground or screened or placed so as not to be visible from any street or any other Lot, but such receptacles must also be convenient for collection.

Section 7. Clothes Drying. Outside clothes drying shall be fully screened from view by landscaping, lattice work or architectural feature.

Section 8. Vehicles and Parking. No on-street vehicular parking shall be permitted except as in accordance with reasonable

standards established by the Developer. No overnight parking of recreational vehicles, motor homes, commercial vehicles, trucks, vehicles with conspicuous advertising or trailers shall be permitted unless such vehicle is parked in an enclosed garage or roofed carport in accordance with reasonable standards established by the Developer. All driveways shall be porous concrete.

Section 9. Maintenance It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his Lot. The Owner of any Lot shall not permit any underbrush or weeds to grow upon his Lot in excess of 12 inches, or more, (except as part of a landscaping plan approved by the Developer). All Lot Owners shall keep their Lots free from all garbage, refuse and debris. In the event that the Owner of any Lot shall fail or refuse to keep the premises free of weeds, underbrush or refuse, then the Developer, its successors and assigns, may enter upon said Lot and remove such refuse or mow or cut such weeds or underbrush and charge the Owner for said services and such entry on the part of the Developer, its successors and assigns, shall not be deemed a trespass.

Section 10. Stormwater Management. In addition to its maintenance obligations, the Association shall comply with the following provisions with respect to the Stormwater Management System:

(a.) The Association shall operate and maintain the Stormwater Management System (including removal of exotic nuisance species from littoral zones and wetlands mitigation areas, and periodic dredging and silt removal from stormwater retention areas) in compliance with all applicable regulations of Sarasota County, SWFWMD, or other governmental authorities.

(b.) The Association shall provide all stormwater data collection and reporting required by Sarasota County, SWFWMD, or other governmental authorities.

In the event the Association, or any successor organization, shall fail to adequately maintain the Stormwater Management System in accordance with Sarasota County standards, Sarasota County shall have the right, but not the obligation, to enter the Sorrento Cay Subdivision for the purpose of maintaining the Stormwater Management System. All expenses incurred by Sarasota County in maintaining the Stormwater Management System shall be assessed prorata against the Lots and shall be payable by the Owners of the Lots within 60 days after receipt of a statement therefor. If any Owner fails to pay such assessment within such a 60-day period, the assessment shall become a lien on such Owner's Lot. The rights of Sarasota County provided in this Section 10 shall be in addition to any other rights of Sarasota County may have in regulating the operation and management of the Subdivision, but shall also be subject to any judicial or legislative restrictions.

CSO EXHIBIT A

Section 11. Removal of Trees. No trees may be removed from any Lot without the written consent of Developer until the Owner is ready to begin with construction. No trees measuring two (2) inches or more in diameter at ground level may be removed at any time without the written approval of the Developer.

Section 12. Subdivision. No Lot shall be subdivided or its

boundary lines changed, unless each part of the subdivided Lot becomes a part of an adjacent whole Lot. Each resulting modified Lot shall thereafter constitute one Lot. The restrictions and covenants herein shall apply to the modified Lots resulting from said subdivision and addition.

Section 13. Reconstruction. Any building on any Lot which is destroyed in whole in part by fire, windstorm, flood or other Act of God, must be rebuilt, or all debris from such building removed and the Lot restored to the condition it was in prior to commencement of construction of such building with reasonable promptness; provide, however, that any such reconstruction must be commenced within six (6) months from the date of such destruction or if no reconstruction is going to occur, then all such debris must be removed and the Lot restored to its prior condition within six (6) months of such destruction.

Section 14. Drainage. It shall be the obligation of the Lot Owner to provide, install and maintain adequate culvert and drainage pipe under his Lot's driveway as it crosses the swale line at the front or side of the Lot in order that the natural flow of surface water will not at any time be blocked along the roadway drainage swale. The culvert or drainage pipe must be of sufficient size to accommodate the flow of surface water in the swale and in no instance shall the drainage pipe be less than twelve (12) inches in diameter. The installation of such culvert or drainage pipe shall be approved by the Developer. No Owner shall interfere with or divert the natural flow of drainage.

Section 15. Hedges and Fences. No fences, or other enclosures of any kind shall be constructed, or maintained in any Lot. Exceptions to Section 15 must be obtained by written consent from the Developer or his assigns.

Section 16. Rules and Regulations. The Developer and its successors and assigns may promulgate additional rules and regulations concerning the use and occupancy of the Lots.

Section 17. Compliance. In the event that any Owner fails to comply with any of the restrictions set forth in this Article or the rules and regulations subsequently promulgated by the Developer, or its successor or assigns, or the authorized agents of the Developer or its successors or assigns shall have the right but not the obligation, to enter any Lot and undertake any necessary action in order to cure such Owner's default. All expense and cost incurred by the Developer or its successor and assigns or their authorized agents in curing such default shall be charged to the defaulting Owner and shall be payable by such Owner to the Developer or its successors or assigns immediately upon demand. The Developer, its successors or assigns and their authorized agents shall not be liable for any damage which may result from such entry unless damage results from the willful misconduct of the Developer, its successors or assigns or their authorized agents.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Architectural Review. For the purpose of this Article III, the Developer shall function as the Architectural Review Committee until the transfer of title to 95% of the Lots by

Developer. Thereafter, the Association's Board of Directors shall appoint the members of the Committee. The Committee shall consist of at least 3 individuals.

Section 2. Required Architectural Approval. No improvement or structure of any kind, including, without limitation, any building, swimming pool, screen enclosure, sign, landscaping, recreational structure, external lighting, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration to any of the foregoing be made, unless and until the plans, specifications and location of the same shall have been submitted to, evaluated and approved in writing by the Architectural Review Committee as to harmony of external design and location in relation to surrounding structure and topography and as to conformance with the architectural and landscape standards of the Architectural Review Committee, a copy of which shall be delivered to all Lot Owners as the same may from time to time be amended.

Section 3. Approval of Plans, Specifications, and Construction. Prior to commencement of any construction on any Lot, all proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall be approved in writing by the Architectural Review Committee. No alterations may be made in such plans after approval by the Architectural Review Committee is not given without the written consent of the Architectural Review Committee. No alterations of the exterior appearance of any building or structure shall be made without the written consent of the Architectural Review Committee. One copy of all plans and related data shall be retained by the Architectural Review Committee for its records. The exterior of all structure must be completed within one year after construction commenced, except where such completion is delayed by strikes, fires, national emergencies or natural calamities.

ARTICLE IV

EASEMENTS

Section 1. Obstruction. Within any easements described in the development plan, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of utilities, or which may change the direction of flow, or which may obstruct or retard the flow of water through the drainage areas.

Section 2. Utility Easements. Each Lot shall be subject to a 5 foot easement along each Lot boundary for the installation of utility lines including, but not limited to, electric power lines, cable TV lines, water and sewer lines.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Responsibility for Maintenance. The Developer shall be responsible for providing the services set forth in Section 2 below and for collecting the assessments set forth in

this Article. After the turnover the Association shall provide the services set forth in Section 2 and collect the assessments set forth in this Article.

Section 2. Purposes of Annual Assessments. The annual assessments levied by the Association shall be used as follows:

- (a.) To maintain and repair all common areas, to maintain all landscaping within the subdivision in a manner consistent with the standards established by the Florida Yards and Neighborhoods program. To maintain and repair all street lights installed within the subdivision, except to the extent such maintenance is provided by the utility company. Each Lot owner shall be responsible for the maintenance, repairs and upkeep of the driveway and applicable sidewalks serving each Owner's Lot.
- (b.) To provide such security services as may be deemed reasonably necessary for the protection of the Common Areas and all Lots from theft, vandalism, fire and damage from animals.
- (c.) To pay for all ad valorem taxes levied against the Common Areas and any property owned by the Association;
- (d.) To pay the premiums on all hazard insurance carried by the owner of the Common Areas and all public liability insurance carried by the Association pursuant to its Bylaws;
- (e.) To pay all legal, accounting and other professional fees incurred by the Developer or the Association in carrying out the duties as set forth herein or in the Bylaws.

Section 3. Membership Owners Association. Each Owner shall be required to be a member of the Association and pay dues as promulgated by its Board of Directors. The Association shall contract with a qualified Landscape maintenance expert to provide for the continuous maintenance of each Home site, including the maintenance of the three lakes in the Development to the Florida Yards and Neighborhood Standards. Integrated pest management practices will be used, i.e., little or no fertilizers, minimal use of herbicides/pesticides, and little or no watering.

Section 4. Creation of the Lien and Personal Obligation for Assessments. The Developer, for each Lot hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the annual assessments in such amounts necessary so as to pay for the services set forth in Section 2 of this Article and charges and special assessment for capital improvements, established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. Delinquent assessments shall become a lien as set forth herein.

Section 5. Assessment Rate.

(a.) Both annual and special assessments must be fixed at a uniform rate for all Unimproved Lots. Both annual and special assessments must be fixed at a uniform rate for all Improved Lots.

(b.) The amount of the aggregate annual assessments for each year shall be the amount necessary to fund the expenses described in Section 2 and 3 of this Article. During the first year after the commencement of the annual assessment against the first Lot for which such assessment is made as provided in Section 5 of this Article, the maximum annual assessment shall be \$200.00 per Unimproved Lot and \$1,800.00 per Improved Lot, (or \$150.00 per month) for each calendar year thereafter, the maximum annual assessment by the appropriate assessing authority as set forth in Section 1 of this Article. If the annual assessment is not increased by the maximum amount permitted, the difference between the actual increase made and the maximum increase permitted for that year shall be computed and the assessment may be increased by that amount in a future year by the appropriate assessing authority as set forth in Section 1 of Article.

(c.) Any increase in the annual assessments in excess of that permitted in subsection (b) of this Section may be levied only after obtaining the written consent of the Owners of at least 51% of the aggregate number of Lots then subject to the Declaration.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence for each Lot upon the installation of all utilities necessary to serve such Lot and the completion of the street on which such Lot fronts. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Developer or, after the conveyance of control, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual period. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established in such written notice.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall become a lien upon the owner's Lot and shall bear interest from the due date at the rate of sixteen percent (16%) per annum. In addition to such interest charge, the delinquent Lot Owner shall also pay such late charge as may have been theretofore established by the Developer or after the conveyance of the Common Areas, the Board of Directors of the Association, to defray the costs arising because of late payment. The Developer or after the conveyance of control, the Association, may bring an action at law against the delinquent Lot Owner or foreclose the lien against the Lot. All interests, late payment charges, costs and reasonable attorney's fees of such action or foreclosures shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Area or abandoning his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the

lien of any first mortgage or deed of trust on any Lot or any mortgage or deed of trust to the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such transfer; provided, however, that the Developer, or after the control the Board of Directors of the Association may in its sole discretion, determine such unpaid assessments to be an annual or a special assessment, as applicable, collectible pro rata from all Lot Owners including the foreclosure sale purchaser. Such pro rata portions are payable by all Lot Owners notwithstanding the fact that such pro rata portions may cause the annual assessment to be in excess of the maximum permitted under Section 5 of this Article. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

ARTICLE VI

ASSOCIATION

Section 1. Membership. Every Lot Owner shall be a member of the Association. Membership of a Lot Owner shall be appurtenant to and may not be separated from the ownership of his Lot.

Section 2. Voting. All Lot Owners (including the Developer) shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest (other than a leasehold or security interest) in any Lot all such persons shall be Members and the voting rights appurtenant to said Lot may be exercised as they among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Developer, the Association or any non-breaching Owner or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of such terms by any Owner or his agent. In addition to the foregoing, Developer or its assigns shall have the right; whenever there shall have been built on any Lot any structure which is violation of these restrictions, to enter upon such Lot and correct or remove such violating structure at the expense of the Owner. Any such entry and abatement or removal shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior to subsequent thereto and shall not bar or affect such enforcement.

Section 2. Administrative Fee. If any Owner fails to perform his maintenance or sidewalk installation responsibilities hereunder and the Association thereafter performs such responsibilities, then in addition to any other rights which the Association may have with respect to such failure, the Association shall be entitled to

AN "ADMINISTRATION

Fee"). Unless a lower amount is established by the Board, the amount of the Administrative Fee shall equal 10 percent of the cost to the Association for curing such failure.

Section 3. Severability. The invalidation by any Court of any restrictions contained in this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

Section 4. Duration and Amendment. All of the covenants, restrictions and servitudes set forth herein shall run with the land. All Owners affected hereby, by accepting the deed to such premises, accepts the same subject to said covenants, restrictions and servitudes and agrees for himself, his heirs, legal representatives, administrators, and assigns, to be bound by each of said covenants, restrictions, and servitudes jointly, separately and severally. These covenants shall be in effect until August 10, 2023, and shall be automatically extended for successive periods of ten (10) years unless the Owners of not less than two-thirds (2/3) of the Lots agree to terminate or modify the same in writing signed and recorded in Sarasota County, Florida, Public Registry at any time prior to the expiration of said term or any succeeding ten-year period.

Section 5. Amendments. This Declaration may be amended at any time and from time to time upon: (a) the approval of Owners holding at least two-thirds of the total votes of the Association membership; and (b) the recording in the Public Records of an amendatory instrument executed by the president and secretary of the Association certifying that such approval has been obtained; provided, however, that no amendment shall be effective prior to the Turnover by the recording in the Public Records of an instrument for that purpose executed by Developer. Notwithstanding the foregoing: (a) no amendment to Article V, Section 8 shall be effective without the written consent of Institutional Mortgagees holding at least 51 percent of all mortgages held by Institutional Mortgagees; and (b) no amendment materially and adversely affecting the rights or interest of Sarasota County as set forth herein including any amendments affecting the Stormwater Management System and private roads, if any, shall be effective without the written consent of the Sarasota County Engineer. Moreover, no portion of the Stormwater Management System (and private roads, if any) shall be altered without the prior written authorization of the Sarasota County Engineer. All amendments shall reasonably conform to the general purposes of this Declaration set forth herein.

Section 6. Governing Law The construction, validity, and enforcement of the provisions of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Sarasota County, Florida.

IN WITNESS WHEREOF, the Developer has caused these restrictions to be signed and sealed the day and year first above written.

Margaret J. Sengers
Witness

MARGARET J. SENGERS
Printed name of Witness

Cheryl S. Healy
Witness

CHERYL S. HEALY
Printed name of Witness

H. Lauden Pitts
Owner/Developer

8/10/98
Date

Margaret J. Sengers
Witness

MARGARET J. SENGERS
Printed name of Witness

Cheryl S. Healy
Witness

CHERYL S. HEALY
Printed name of Witness

Carolyn K. Pitts
Owner/Developer

8/10/98
Date

STATE OF FLORIDA

COUNTY OF SARASOTA

I, MARGARET J. SENGERS, a Notary Public, do hereby certify the H. Lauden Pitts, and Carolyn K. Pitts, personally came before me this day and acknowledge that they are Owners/Developers of SORRENTO CAY subdivision and that, the foregoing instrument was signed and attested by them.

Witness my hand an official seal this 10th day of August, 1998.

Margaret J. Sengers
Notary Public (seal)

My commission expires:



MARGARET J SENGERS
My Commission CC427247
Expires Dec. 18, 1998
Bonded by HAI
800-422-1555