

INSTR # 2014000058917, Doc Type DOC, Pages 9, Recorded 03/24/2014 at 01:02 PM,
Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee \$78.00 Deputy
Clerk MNOLAN

UPON RECORDING RETURN TO:

Jennifer M. Lawton, Esq.
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, FL 33434

ABOVE THIS LINE FOR RECORDER'S USE

**FOURTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF SORRENTO, A CONDOMINIUM**

THIS FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF SORRENTO, A CONDOMINIUM (the "**Fourth Amendment**") is made this 30th day of March, 2014, by D.R. Horton, Inc., a Delaware corporation ("**Developer**").

WITNESSETH

WHEREAS, Developer recorded that certain Declaration of Condominium of Sorrento, a Condominium on October 24, 2013, as Instrument #2013000242074, as amended by that certain First Amendment to the Declaration of Condominium of Sorrento, a Condominium on February 2, 2014 as Instrument #2014000023545, as amended by that certain Second Amendment to the Declaration of Condominium of Sorrento, a Condominium on February 4, 2014 as Instrument #2014000023550, and as further amended by that certain Third Amendment to the Declaration of Condominium of Sorrento, a Condominium on February 4, 2014 as Instrument #2014000023578, all in the Public Records of Lee County, Florida (as may be amended from time to time, the "**Declaration**"); and

WHEREAS, pursuant to Section 6.2 of the Declaration, Developer, during the time it has the right to elect a majority of the Board of Directors of the Association, may amend the Declaration, the Articles of Incorporation or the By-Laws of the Association to correct an omission or error, or effect any other amendment, except as provided in Section 6.2 (i) and (ii); and

WHEREAS, the Developer currently has the right to elect a majority of the Board and no amendments herein are in violation of the restrictions set forth in Section 6.2 (i) and (ii); and

WHEREAS, the Developer desires to amend the Unit Floor Plan and the Plot Plan for Phases 16 and 6, as set forth in Exhibits "1.16" and "1.6", to correct a scrivener's error in the Unit designations contained therein and to amend Sections 7.1 and 13.7 of the Declaration as set forth herein;

NOW, THEREFORE, the Declaration is hereby amended as set forth below with additions being shown by underlined text and deletions being shown by strikethrough. Except as provided herein, capitalized terms shall have the meaning ascribed to them in the Declaration.

1. Section 7.1 of the Declaration is hereby amended as follows:

"Units and Limited Common Elements. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural (except as provided below), ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, water heaters, fixtures and outlets, appliances, built-in cabinets, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit (including drywall) lying within the boundaries of the Unit or the Limited Common Elements (or dividing a Unit from its Limited Common Elements) or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. In the event of casualty or other acts of God, the Association shall have the responsibility to replace and repair any such items that may be required to be ~~caused~~ replaced or repaired by the Association's insurance policy or under applicable law. In accordance with Article 3.5, the Association shall be responsible for the maintenance of structural elements of any Limited Common Elements, with the costs of the same being part of the Common Expenses."

2. Section 13.7 of the Declaration is hereby amended as follows:

"Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. Either the Association or its authorized agent (which may include its Association manager) may charge a reasonable fee for the preparation of the certificate, not to exceed \$100.00 per request, in accordance with the terms herein. A Unit Owner may request a single certificate for more than one Unit owned by such Unit Owner for a single transaction and such request shall be deemed one certificate for fee purposes. The amount of any such fee must be included on the certificate. The authority to charge a fee for the certificate shall be established by a written resolution adopted by the Board or provided by a written management, bookkeeping, or maintenance contract."

3. Page 2 of 3, "Unit Floor Plans", and page 3 of 3, "Plot Plan", of Exhibit "1.16" and Exhibit "1.6" attached to the Declaration are hereby deleted and replaced in their entirety with the corresponding Pages 2 of 3, "Unit Floor Plans", and 3 of 3, "Plot Plan", of Exhibit "1.16" and Exhibit "1.6" attached hereto in Exhibit "A":

4. The Declaration, as amended by this Fourth Amendment, shall remain in full force and effect. This Fourth Amendment shall take effect upon execution and shall be recorded in the Public Records of the County

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Developer hereby executes this Fourth Amendment by and through its representatives as of the date and year first above written.

Witnessed By:

Rebecca Sarver
Print Name: REBECCA SARVER
Kay Plein
Print Name: Kay Plein

DEVELOPER:

D.R. HORTON, INC., a Delaware corporation

By: Jonathon Pentecost
Name: JONATHAN PENTECOST
Title: VICE PRESIDENT

STATE OF FLORIDA)

COUNTY OF LEE) ss

The foregoing instrument was acknowledged before me this 20th day of March, 2014, by Jonathon Pentecost as Vice President of D.R. Horton, Inc., a Florida corporation on behalf of the company. He is personally known to me and did not take an oath.

[NOTARIAL SEAL]



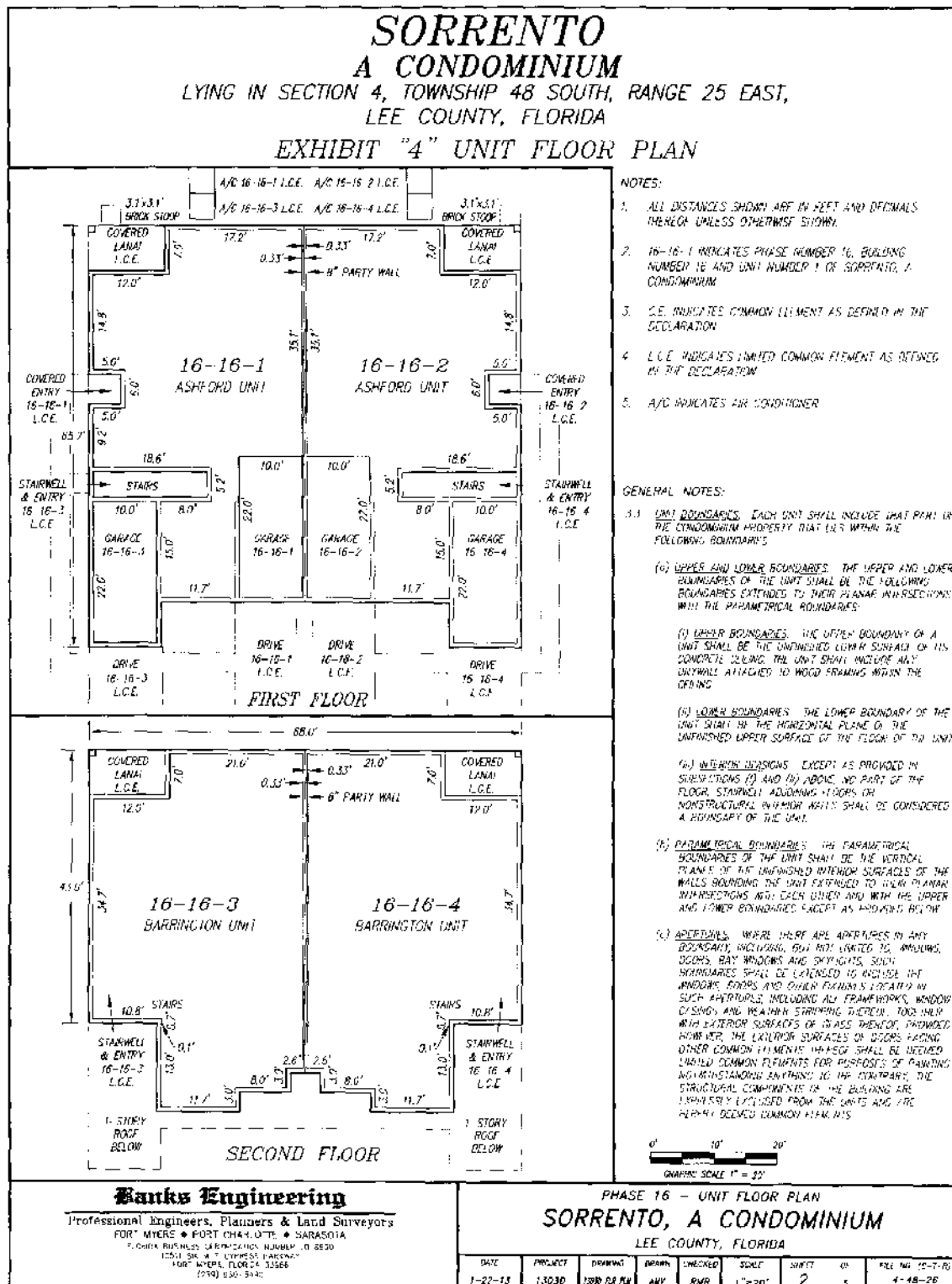
By: Kay Plein
Name: Kay Plein

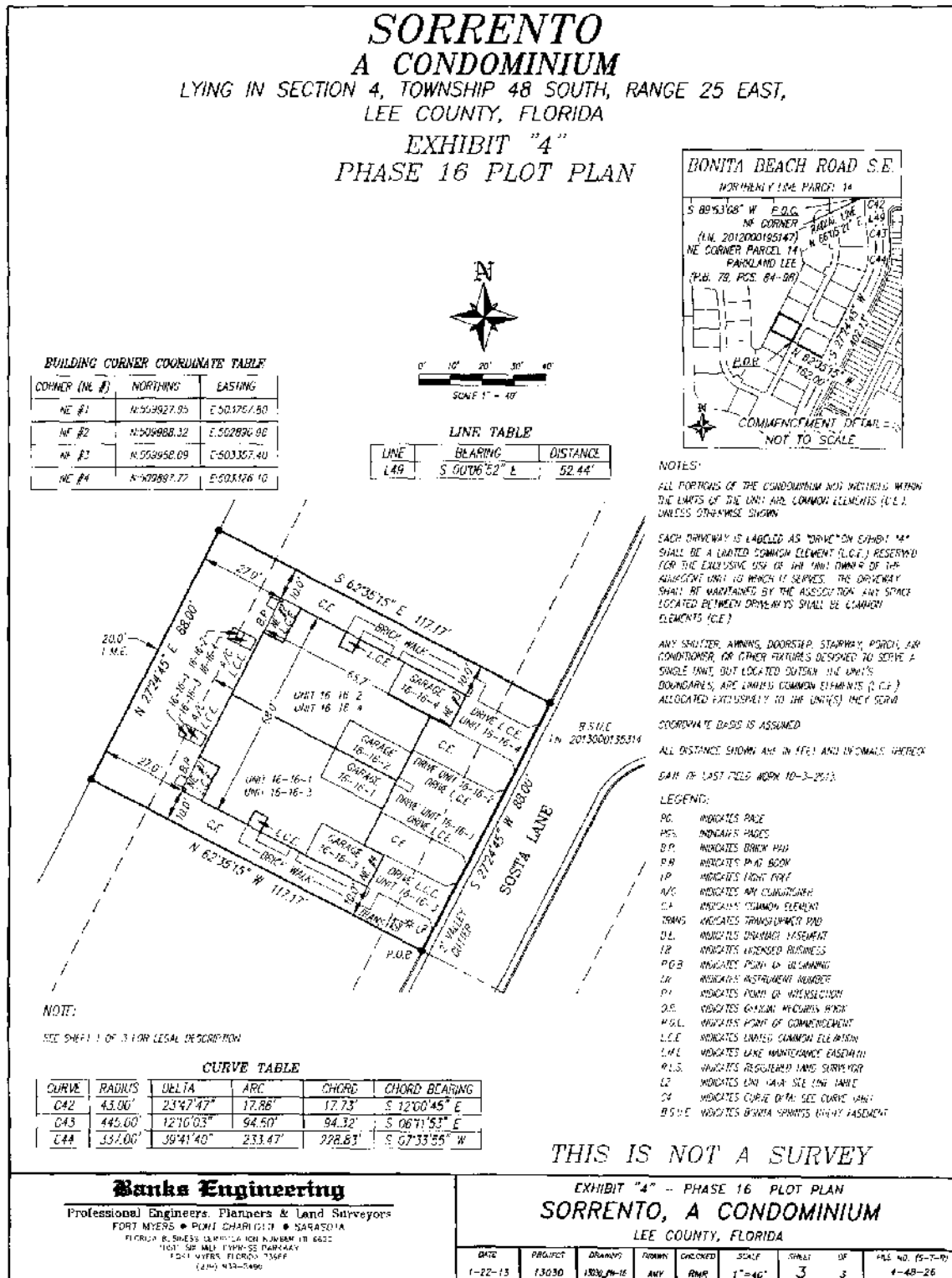
Serial Number, if any: _____
My Commission Expires: _____

INSTR # 2014000058917 Page Number: 4 of 9

EXHIBIT "A"
Unit Floor Plan and Plot Plan for Phases 16 and 6
Pages 2 of 3, "Unit Floor Plan", and 3 of 3, "Plot Plan", Phase 16
Exhibit "1.16"

4842.76/0.3341.
57445.0075



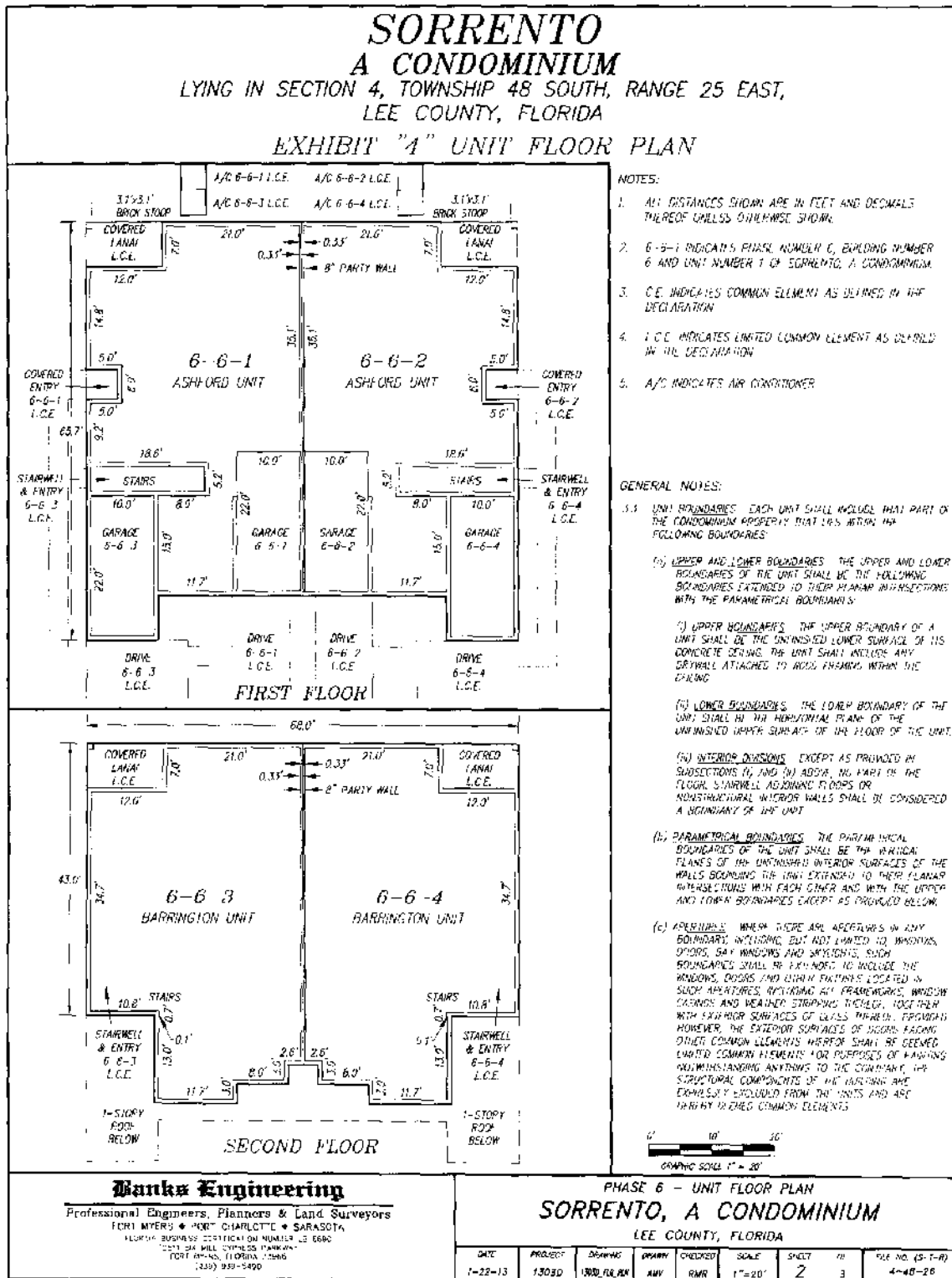


INSTR # 2014000058917 Page Number: 7 of 9

EXHIBIT "A"
Unit Floor Plan and Plot Plan for Phases 16 and 6
Pages 2 of 3, "Unit Floor Plan", and 3 of 3, "Plot Plan", Phase 6
Exhibit "1.6"

4842-7640-3993, c. 1

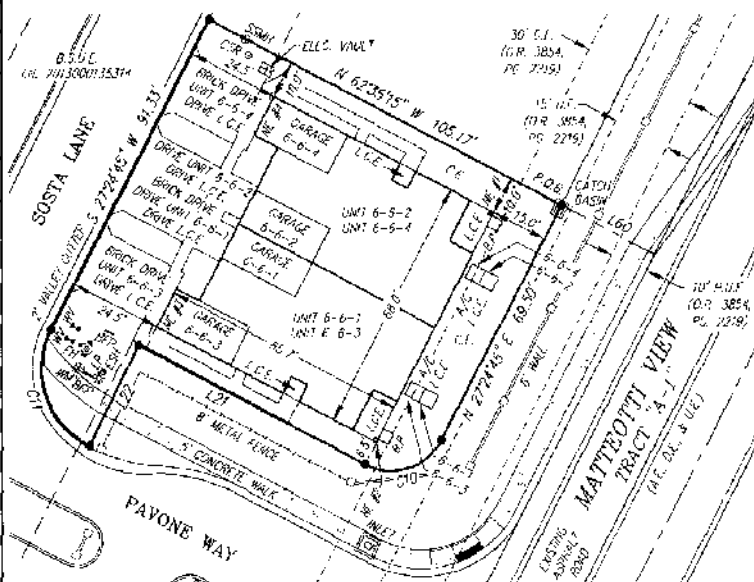
4842-7640-3993,
174850075



SORRENTO
A CONDOMINIUM
ON 4, TOWNSHIP 48 SOUTH, 1
LEE COUNTY, FLORIDA
EXHIBIT "4"
PHASE 6 PLOT PLAN

LYING IN SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

EXHIBIT "4"
PHASE 6 PLOT PLAN



LEGEND:

[illegible]

BUILDING CORNER COORDINATE TABLE

CORNER (NE #)	NORTHING	EASTING
NE #1	N 510015.63	E 505160.77
NE #2	N 508977.57	E 505123.46
NE #3	N 510067.36	E 503471.11
NE #4	N 510065.27	E 505350.41

NOTES

ALL FORMS OF DISCRIMINATION NOT MENTIONED
WITHIN THE LIMITS OF THE LAW ARE COMMON
ELEMENTS (E.G. RACE, SEX, AGE, ETC.)

EACH DRIVEWAY IS ASSIGNED AS "UNPAVED" IN EXCESS OF 40' SHALL BE A LIMITED DRIVEWAY ELEMENT (L.D.E.) RESERVED FOR THE EXCLUSIVE USE OF THE UNIT. DRIVEWAY IS THE ADJACENT UNIT TO WHICH A STREET OR DRIVEWAY SHALL BE MAINTAINED BY THE ASSOCIATION. ANY SPACE LOCATED BETWEEN DRIVEWAYS SHALL BE COMMON ELEMENTS (C.E.)

ANY SMALLER ARMING, DOORPEEP, STAIRWAY, PORCH AIR CONDITIONER, OR OTHER FIXTURES DESIGNED TO SERVE A SINGLE UNIT, BUT LOCATED OUTSIDE THE UNIT'S BOUNDARIES, ARE LISTED COMMON ELEMENTS (I.E., ASSOCIATED EXCLUSIVELY TO THE UNITS); THEY SERVE

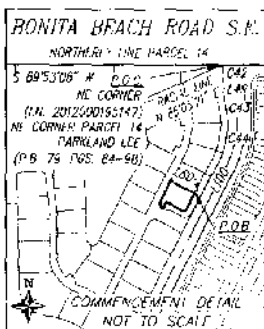
00000000 8455 5 ASSUMPT

ALL DISAPPEAR SHOWN ARE IN FEET AND DECIMALS THEREOF

151 1415 00000: 00-15-2004

MSFE:

SEE SUBJECT TO OF 84 FOR LEGAL NOTIFICATION



LINE TABLE

LINE	BEARING	DISTANCE
121	S 62°35'15" E	61.80'
122	N 26°19'49" E	29.33'
149	S 00°06'52" E	52.44'
180	N 62°35'15" W	27.83'
1106	S 77°24'45" W	149.56'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C10	15.00	90°00'00"	23.56°	21.21'	N 72°24'45" E
C11	22.50	91°04'57"	35.71°	32.12'	S 18°07'43" E
C42	43.00	23°47'47"	17.86°	11.73'	S 12°00'46" E
C43	445.00	127°03'03"	94.50°	94.32'	S 06°17'53" F
C44	337.00	33°41'00"	23.14°	228.81'	S 07°33'55" W

THIS IS NOT A SURVEY

EXHIBIT "4" - PHASE 5 PLOT PLAN

SORRENTO, A CONDOMINIUM

LEE COUNTY, FLORIDA

Banks Engineering

Professional Engineers, Planners & Land Surveyors

FORT MYERS • FORT CHARLOTTE • SAN ANTONIO

FLIGHT BUSINESS CERTIFICATION AWARD OF 1990
 1990-1991

• "W" MFG. CO. - LOYOLA, MISSOURI

(250; 9.59–14.40)

DATE	PROJECT	DRAWING	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-7-9)
1-22-13	15030	15030 PLAN, SS	AMV	RMR	1"=40'	3	3	4-48-26