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Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee \$27.00 Deputy
Clerk LTALONE

UPON RECORDING RETURN TO:

Jennifer M. Lawton, Esq.
Broad and Cassel
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Boca Raton, FL 33434

ABOVE THIS LINE FOR RECORDER'S USE

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

THIS NINTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF SORRENTO, A CONDOMINIUM (the "Ninth Amendment") is made this 7th day of July, 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 4, 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, as amended by that certain Third Amendment to the Declaration of Condominium of Sorrento, a Condominium on February 4, 2014 as Instrument #2014000023578, as amended by that certain Fourth Amendment to the Declaration of Condominium of Sorrento, a Condominium on March 24, 2014 as Instrument #2014000058917, as amended by that certain Fifth Amendment to the Declaration of Condominium of Sorrento, a Condominium on March 24, 2014 as Instrument #2014000058925, as amended by that certain Sixth Amendment to the Declaration of Condominium of Sorrento, a Condominium on April 3, 2014 as Instrument #2014000067728, as amended by that certain Seventh Amendment to the Declaration of Condominium of Sorrento, a Condominium on April 3, 2014 as Instrument #2014000067736, and as further amended by that certain Eighth Amendment to the Declaration of Condominium of Sorrento, a Condominium on July 7, 2014 as Instrument #2014000041026 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 reserved the right to unilaterally amend the Declaration during the time it has the right to elect a majority of the Board of Directors of the Association, to affect any 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, Developer desires to amend the Declaration as set forth herein;

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NOW, THEREFORE, the Declaration is hereby amended as set forth below. Except as provided herein, capitalized terms shall have the meaning ascribed to them in the Declaration.

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Section 18.2 is hereby amended as follows, with deletions shown by ~~strike through~~ and additions shown by underlined text:

"18.2 Leases. No portion of a Residential Unit (other than an entire Unit) may be leased. All leases of Residential Units shall be in writing and shall be deemed to provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association, Rules and Regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. Further, leases shall provide that the Association shall have the right to collect all rental or lease payments due to the Owner and apply same against unpaid Assessments, if, and to the extent that, the Unit Owner is in default in the payment of Assessments. Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all exhibits hereto) and with any and all Rules and Regulations adopted by the Association from time to time and that any failure by the lessee to comply with the terms under the lease shall empower the Association with the right and authority on behalf of the Owner to commence legal proceedings to cause the lessee to be evicted. All Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all Rules and Regulations of the Association. Leases for all Units shall comply with and be subject to the provisions of the Declaration of Condominium, Articles of Incorporation, Rules and Regulations, By-Laws, and the Act, and the provisions of same shall be deemed expressly incorporated into any lease of a Unit. This subsection shall also apply to subleases and assignments and renewals of leases. All leases of Units are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease. No lease of a Residential Unit shall be for a period of less than ~~seven (7) months~~ thirty (30) days and no Residential Unit may be leased in excess of ~~two (2)~~ four (4) times a calendar year except for renewals. Notwithstanding the aforesaid, the Association reserves the right to grant an exception to the requirement that no Residential Unit may be leased in excess of ~~two (2)~~ four (4) times per calendar year. The Association shall have the right to review and approve all leases and lessees prior to execution of any lease and charge a reasonable administrative fee for the same and require that each lease contain certain uniform provisions, including provisions reflecting the foregoing terms and conditions.

3. Except as specifically amended herein, the Declaration shall in all other respects remain in full force and effect.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Developer hereby executes this Ninth 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: Jonathon Pentecost
Title: Vice President

STATE OF FLORIDA)

COUNTY OF Lee) ss

The foregoing instrument was acknowledged before me this 7th day of July, 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: _____

