

This instrument prepared by and return to:  
Chad M. McClenathen, Esq.  
783 S. Orange Ave., Suite 210  
Sarasota, FL 34236

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2020125381 13 PG(S)  
September 14, 2020 04:22:51 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

**NOTICE OF RECORDING  
RULES AND REGULATIONS FOR SERENOA**



This instrument is executed this 24 day of August, 2020 by **Serenoa Community Association, Inc.,(Association)** a Florida not-for-profit corporation.

Association is a homeowner association created to operate a residential community known as Serenoapursuant to the Declaration of Covenants and Restrictions as recorded in Official Records Book 2252, Page 1564 et seq.,as amended and restated in Official Records Instrument # 2019150256, 42 Pages, both of the Public Records of Sarasota County, Florida, as amended.

Section 720.306, Florida Statutes was amended effective July 1, 2018 to broadly state that amendments to the governing documents of a homeowner association are effective upon recording in the public records of the County.

Section 720.301, Florida Statutes includes rules and regulations in the definition of governing documents. Rules and regulations is not a defined term in the Homeowners' Association Act.

Association has not previously recorded its rules and regulations and desires to do so at this time, but hereby discloses that new rules and regulations, or revisions to the current rules and regulations, may not be recorded in the future if the statute is interpreted or amended to not require recording of rules and regulations. Persons entitled to review the rules and regulations of the Association are encouraged to communicate with the Association and not rely on documents recorded from time to time.

Now therefore, Association certifies that the attached documents constitute rules and regulations adopted by Association as of the date of the execution and recording of this Notice. Association further certifies that the attached rules and regulations were adopted in accordance with the requirements of the governing documents, and applicable law.

J. Linda Moody

Witness Signature

T. Linda Moody

Printed Name of Witness

Kristin Fanberg

Witness Signature

Kristin Fanberg

Printed Name of Witness

**Serenoa Community Association, Inc.**

Martha F. Singler

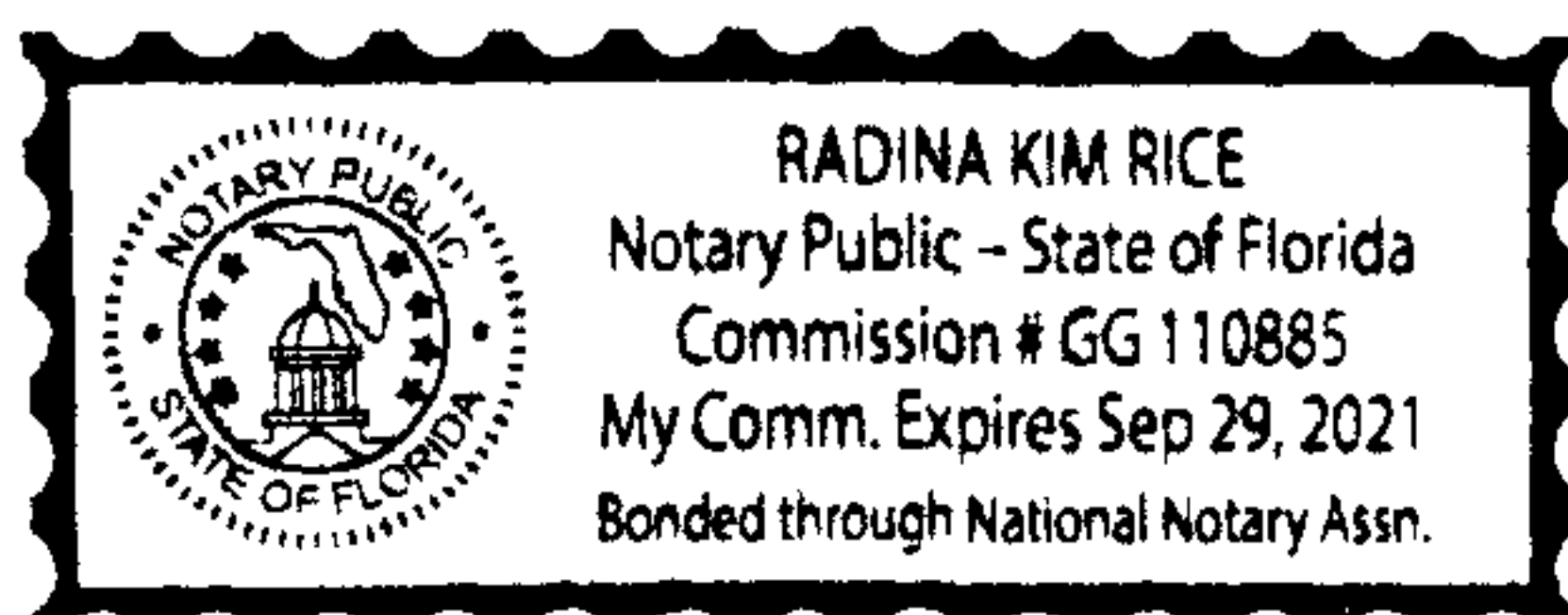
By:Martha Singler, President

STATE OF FLORIDA  
COUNTY OF SARASOTA

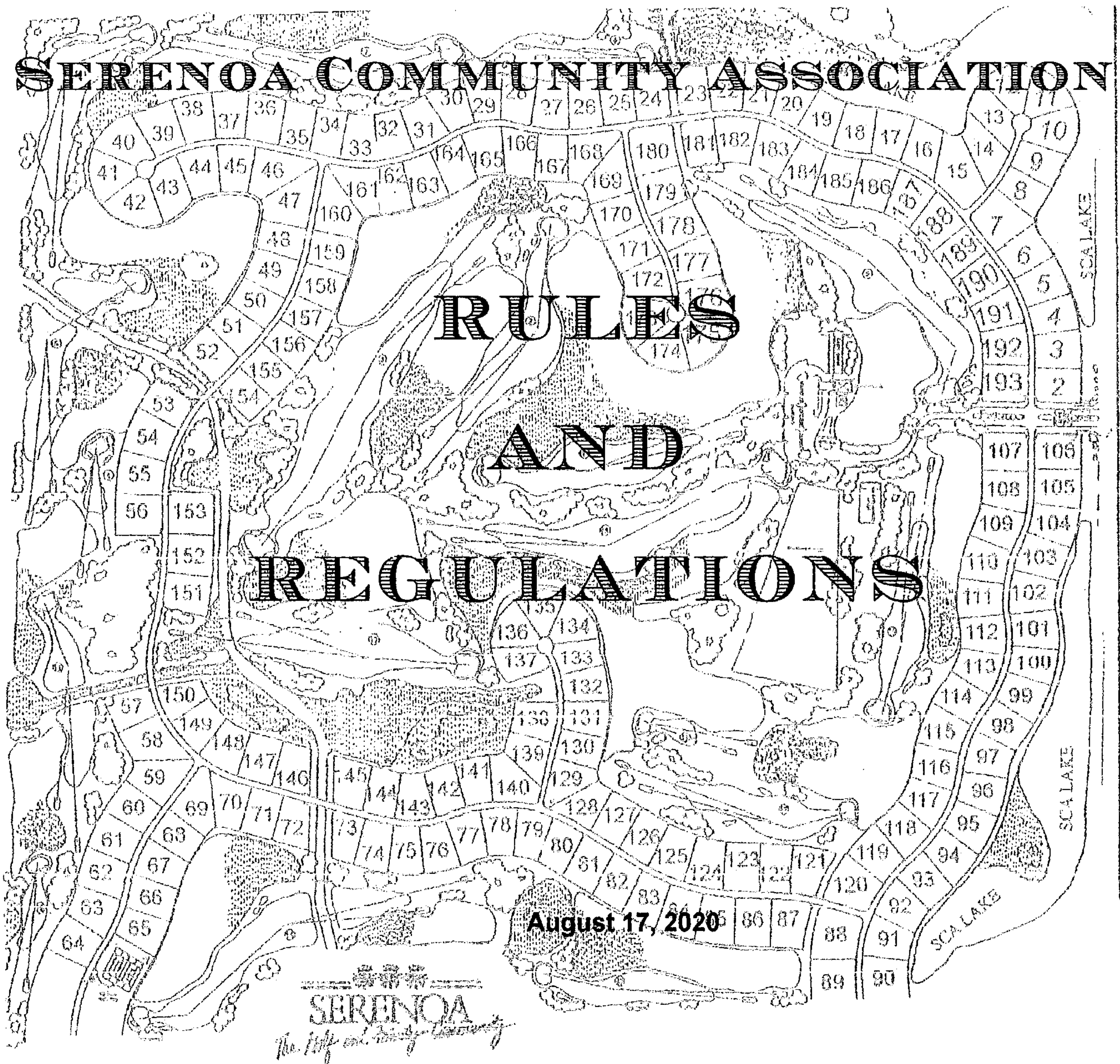
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_ day of August, 2020, by Martha Singler, PresidentofSerenoaCommunityAssociation, Inc., a Florida corporation, on behalf of the corporation. The above-named person is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Radina Kim Rice

Notary Public









**Published & Printed  
by**

**The Serenoa Community Association,  
Inc.**

**August 17, 2020**

**This supersedes Rules and Regula-  
tions of  
December 2, 2013**

**As amended by Board of Directors  
March 17, 2003  
and  
July 12, 2004**

# **Rules and Regulations of The Serenoa Community Association**

These Rules and Regulations ("Rules") are promulgated, adopted, and approved by the Board of Directors ("Board") of The Serenoa Community Association, Inc. ("SCA") to promote the general welfare of the Serenoa Community ("Serenoa"). Any of these Rules and Regulations may be amended by the Board at any time with a majority of the Board concurring on the amendment. The Board may promulgate adopt, and approve additional Rules and Regulations from time to time, and any Rule or Regulation may be rescinded or repealed at any time by a majority of the Board concurring.

These Rules and Regulations are subordinate to and are not meant to replace or amend any provision found in the Articles of Incorporation, any of the Covenants and Restrictions for the Serenoa Community or any By-Law.

## **Section I General Provisions**

1. Any violation of these Rules shall be reported to either the President or any member of the Board of Directors by signed letter or to the Board as a whole at a meeting of the Board. No anonymous reports of violations will be accepted. Any such report must include the name and address (if known) of the alleged violator, the date and time of the violation, the nature of the violation, and any other information that may be useful to the Board.
2. Should the President or other Board member be notified of a violation of these rules, they shall bring this matter to the attention of the full Board by written notice to the other members of the Board. The President shall decide whether the alleged violation requires action at a Board meeting, or can be handled in a more informal manner (letter, direct contact, etc.). If a meeting of the Board is necessary to deal with this alleged violation it will be an agenda item and the alleged violator shall be given notice of this meeting and offered the opportunity to appear and be heard. The Board will decide the matter by majority vote and all discussion will be open. Any vote on the alleged violation shall be final and binding on the Board. The Board shall decide the nature of the remedy, legal or equitable, and any penalty or fine as may be assessed by majority vote. The Board shall have the power to enforce any remedy or penalty assessed by any legal means available to the Board, such means to include enforcement at law or in equity or in any other manner approved by the Board by majority vote.

A penalty may be a fine, an assessment for damages, restitution, repairs, restoration, or any other penalty deemed appropriate by majority vote of the Board.

If a fine is to be assessed, it may not be imposed without at least 14 days' notice to the alleged violator sought to be fined and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. No written notice or hearing shall be necessary for the levy of a separate fine for continued violations if substantially similar to the initial violation for which notice and a hearing was provided. If the committee, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied and the Association shall not collect from the owner any costs, expenses, or attorney fees relating to the attempt to levy a fine. If the



committee, by majority vote, which may be taken by secret ballot, determines to levy a fine, the owner shall be liable for all attorney fees and costs incurred by the Association incident to the levy or collection of the fine. Any partial payments received by the Association shall be first applied against attorney fees, then costs, then the unpaid fines. The minutes of the hearing shall contain a statement of the results of the hearing, and the fine, if any, that was imposed. If the Association imposes a fine, the Association must provide written notice of such fine by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

3. All members of the SCA, and their family members, guests, invitees and tenants are bound to abide by, adhere to, and be subject to these Rules, the Covenants and Restrictions, the By-Laws, and the Articles of Incorporation.

## **Section II**

### **Vehicles, Roads, and Parking**

1. The speed limit within Serenoa is 25 miles per hour (40 kilometers per hour).

2. The Board may enforce this speed limit by any means it may deem necessary, including, but not limited to have the Sarasota County Sheriff or its appointed deputy or agent or any member of the Florida Highway Patrol determine the speed of any vehicle by any lawful means.

3. Golf carts are only to be used on the golf course, directly to and from a residence and the golf course and for the delivery of SCA notices and fliers at the direction of the board or a standing committee. Golf carts are to obey all normal traffic laws such as stop signs and speed limits. Minors are not allowed to drive golf carts on the streets. All powered vehicles capable of exceeding 5 miles per hour, including but not limited to a motorcycle, ATV, moped, motorized scooter, or golf cart, are prohibited from use in the Community unless they are operated by someone at least 16 years of age with a current driver's license, and licensed if required under Florida law. The vehicle must be insured. If not insured, the owner and/or operator shall be personally liable for damage or injury caused by the use of the vehicle in the Community. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Section 316.003(22), Florida Statutes, and any other bona-fide "assistive technology devices" as defined in Section 427.802(1), Florida Statutes, provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment or to others in the Community.

4. No one shall park any vehicle so that it blocks access to any driveway or golf cart path, nor shall anyone park directly across from a driveway so that access to that driveway is significantly impaired.

5. Any accident otherwise reportable to any authority shall also be reported to the President or to the Board within 24 hours of the accident.

6. No overnight parking shall be permitted on any road or right-of-way, unless previously approved by the Board of Directors, which shall be limited to temporary situations where on-site parking is impeded, such as roof replacement or driveway paving.

7. Parking on the property owned by the Serenoa Golf Club is prohibited without the express permission of the Serenoa Golf Club.



## **Section III Buildings and Grounds**

1. No person may enter any property owned by the SCA without proper authorization.
2. Any person found to have damaged any property owned by the SCA shall be liable at a minimum for the cost of repairs or restoration. In addition, the Board may order restitution for all costs of investigation and administration of the repair or restoration.
3. Any person found to have damaged any real estate, whether owned by a member of the SCA or by the SCA itself or by the Serenoa Golf Club, shall be liable for restitution, repairs, or restoration, or a combination of such remedies, at the discretion of the owner and for all costs of investigation and administration of all restoration and repair.
4. Any and all improvements or changes affecting the exterior of the home require approval of the Architectural Review Committee as described in Article V of the Serenoa Declaration of the Covenants and Restrictions. This includes (but not limited to) additions, exterior paint color changes, roof/pool cage/window/lighting changes, landscape design, tree issues and the installation of new hurricane shutters
5. Fishing is permitted only from your property, not on the golf course or on Ibis. You can fish from a neighbor's property only if they have given you previous permission and are home at the time. Fishing from the golf course is not allowed.
6. Boating is not allowed in any of the lakes unless under the direction of the Board of Directors.
7. Yard, garage, and/or estate sales are not permitted within Serenoa.
8. No tree limb or branch or palm frond shall extend lower than ten feet over any sidewalk or over any curb or over any roadway.
9. Residents are required to control their pets at all times, using leashes when off their property and in full control when on their property. They must pickup after their pets and themselves.

## **Section IV Sale of Property**

1. Prior to the signing of an agreement of sale, the seller or the agent must provide the Buyer with the Sale Disclosure Summary mandated by Section 720.401, Florida Statutes. A copy of the Disclosure Summary suggested by the Association is attached for your consideration. It is recommended that you consult with your Realtor and attorney and revise as deemed appropriate. The buyer is requested to complete the Serenoa "Sale/Rental Form".
2. Upon sale, the new homeowners are requested to complete and return the Serenoa Contact Information Form.



## **Section V**

### **Properties Occupied by Tenants or Guests In the Absence of the Owner**

1. Upon signing of a lease or rental agreement, the owner or the agent must inform the Board that the property is under such contract and when that tenant will be vacating the property. If the owner allows a guest to occupy the home in the absence of the owner, the owner will so inform the Board and advise when the guest is expected to leave. The owner must give the tenant or guest current copies of the Covenants and Restrictions, and these Rules. The owner or the agent must file with the Board a rental notification form the Board has determined is necessary to be filed upon establishment of rental or lease arrangement. The Board of Directors has developed a rental notification form for this purpose. This notification form, is attached as an exhibit.
2. Any tenant or guest must sign the form indicating that he or she has received a copy of the Covenants and Restrictions, and these Rules and Regulations, and agrees to be bound by the same.
3. Entrance devices, i.e., clickers, RFID stickers and proximity cards (described in Section VII of this document) must be obtained or arranged for by the Property Owner (see Section VI below) and then be distributed to tenants or guests. In the event that any tenant or guest shall have received such a device, the device must be returned to the owner or a duly authorized representative of the SCA Security & Front Gate Committee at the end of the occupancy. The return of the device is the responsibility of the owner of the property. Failure to return the device is a violation of these rules.
4. Tenants or guests may be cited as violators of these Rules, or the Covenants and Restrictions. The owner of the property shall be responsible for the tenant or guest and ultimately be responsible for any violation of these Rules, the Articles of Incorporation, the Covenants and Restrictions, or the By-Laws.

## **Section VI**

### **Standard Gate Operating Procedures**

1. Registration for new Residents. Upon sale of a residence, the seller will give issued entry devices to the SCA Gate Committee. The SCA will refund any deposit made upon the issuance of these devices, provided the devices are returned in good working order. The buyer will pay the appropriate refundable and non-refundable deposit or deposits for any devices they wish to obtain. After two weeks have elapsed from the date of sale, the SCA will de-activate the devices not given to the Gate Committee by the seller.
2. Registration for tenants. It is the homeowner's responsibility to provide access to the community for the tenant. SCA's Gate Committee or SCA's Property Manager will not issue entry devices directly to a tenant. It is the homeowner's responsibility to provide SCA's Property Manager with all the necessary information and requests. The homeowner's name will remain on the Visitor's Entrance Panel. In the event that a homeowner wants a tenant to appear on the Visitor's Entrance Panel, the homeowner must notify the Property Manager in writing.
3. Entry for Residents. Residents will enter through the gate by using a proximity card, RFID sticker or their clickers with a firm, slow click.



4. **Entry for Guests.** Guests must use the Visitor's Entrance Panel and scroll through resident names. When they reach the desired name, they will select that name and it will call that resident's listed phone number. Alternatively, the guest could directly enter the resident's four digit Lot number, which will also ring the resident's listed phone number. The resident will answer his or her phone, enter 9 on his or her phone to allow access to the guest. By using the \* key, a resident will deny access to the guest.
5. **Exit of the neighborhood.** The exit gates will open automatically for any vehicles when they enter the paver areas.
6. **Requests for Special Events.** The Golf Club may request a special gate closing time. This request must be made in writing and personally delivered to the SCA Gate Committee member by the Golf Course at least 5 days in advance in order to provide time for a Gate Committee member to arrange for the gates to be open for the requested period.
7. **Reporting Damage to the front entrance.** Any damage to any part of the front entrance area by a homeowner, its residents, or their visitors, should be reported by the homeowner involved, stating his or her name, to a Gate Committee member or to a SCA Board member. This includes damage to the gate itself, operating devices, plantings, etc. The SCA Board will determine what future actions will be taken.
8. **Protocol for reporting to law enforcement.** Security cameras monitor the entrance and exit gates and record incoming vehicles. The Security Committee will review the digital findings recorded and release appropriate information to the proper authorities. Any excessive damage or vandalism will be reported to the Sheriff's Department by the Security Committee.
9. **Improper operation observances.** If at any time a resident notices improper operations of any part of the gate system, he or she should notify a member of the SCA Gate Committee as soon as possible.

## **Section VII**

### **Entrance Devices**

#### **Types and distribution criteria of electronic gate opening devices**

1. **Clickers, RFID and Proximity cards.** A Clicker is defined as a -button, radio transmitter device capable of opening the resident-lane-gate independent of the Visitor's Entrance Panel entry system. An RFID is a sticker that goes on the passenger side of either the windshield or front headlight and causes the residents gate to open when seen by the RFID reader. A Proximity card is a credit-card sized devices capable of opening the gate when placed in close proximity to the Visitor's Entrance Panel. These are intended for in-vehicle use and will be issued upon request of a homeowner submitting Sale of Residence/Request for Additional Devices Form attached as an exhibit and incorporated herein as if set forth in full. All entry devices will remain SCA property. All entry devices and their serial numbers will be recorded in the name of the homeowner to whom issued
2. **Deposit and distribution of devices.** A refundable or non-refundable deposit in the amount shown



in the Sale of Residence/Request for Additional Devices Form must be provided to SCA for each device. Additional devices ordered by the individual homeowner will require the specified deposit. The serial number for each device ordered will be recorded in the name of the homeowner who ordered it. The individual homeowner may distribute the devices to other residents, tenants and guests, recognizing that he or she (i.e., the individual homeowner) is responsible for the proper operation and use of all devices issued to him or her in the common interest of community security. When any device becomes unneeded for any reason, the homeowner charged with that device may return it to a member of the SCA Security Committee or its agent and receive the refundable deposit made for that device unless it is damaged or not in good working order.

3. Replacement proximity devices and clickers. They will be issued free of charge within two years of first issuance. After that, replacement proximity devices and clickers will be provided for at the then current deposit amount for each respective device. Refunds on cards and proximity devices that are turned in will be made only if they are functional. RFID devices carry no warranty and are non-refundable.

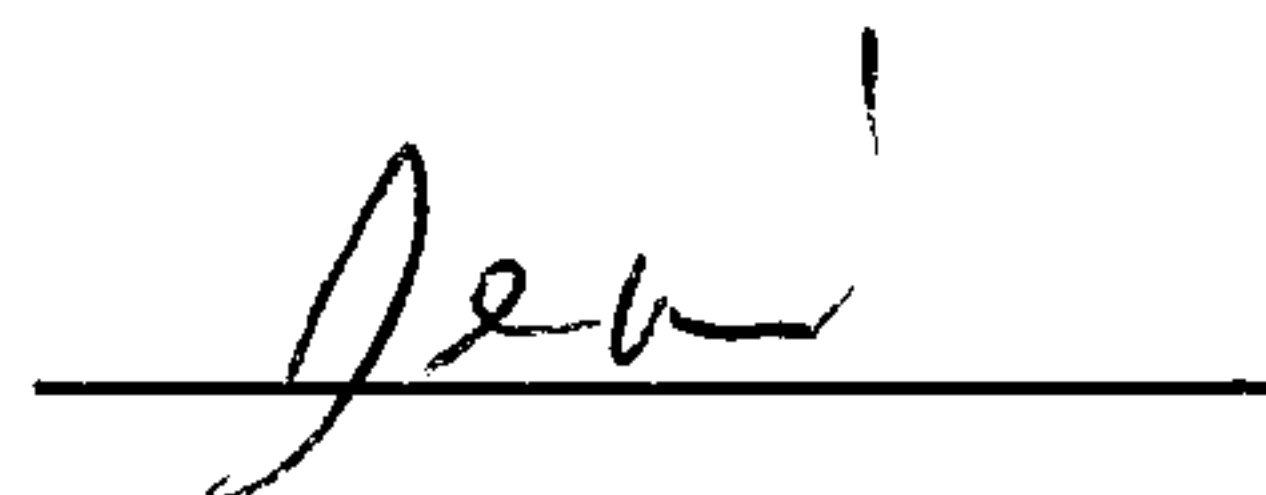
These Rules and Regulations are issued, ratified, adopted, approved, and promulgated by the Board of Directors of the Serenoa Community Association, at a regular meeting thereof, on the 17th day of August, 2020 at Sarasota, Florida.

For The Board



Martha Singler  
President

Attest:



John D. Rice  
Secretary

Attachments:

Rental/Sale Notification Form  
Sale Disclosure Summary  
Serenoa Contact Information Form  
Entrance Device Actions Form



# The Serenoa Homeowners Association, Inc.

**Notification Form {check one}      RENTAL/LEASE \_\_\_\_ SALE/PURCHASE \_\_\_\_**

Each form must be completed in its entirety. PLEASE PRINT AND BE LEGIBLE.

**Submit Completed Form to: Progressive Community Management, C/O Robert Wiebusch, 3701 S. Osprey Ave., Sarasota, FL 34239**

Address & Lot# \_\_\_\_\_ Term of Lease/ Closing date \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Previous Address: \_\_\_\_\_

Email: \_\_\_\_\_

Spouse : \_\_\_\_\_

Phone: \_\_\_\_\_ Previous Address: \_\_\_\_\_

Email: \_\_\_\_\_

Names of additional persons to Occupy Premises \_\_\_\_\_

Rental Agent/Unit Owner \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Email \_\_\_\_\_

The new resident will place a deposit on clickers (\$75.00 each) and/or cards (\$15.00 each), RFID Sticker are \$10 non-refundable Make checks for payment in full to the order of Serenoa Community Association, provide checks to HOA gate device manager.

First & Last Name to Assign the Clicker or Card to	Relationship	Circle One per Line	#Issued
_____	_____	Clicker/\$75 Card/\$15 RFID/\$10	_____
_____	_____	Clicker/\$75 Card/\$15 RFID/\$10	_____
_____	_____	Clicker/\$75 Card/\$15 RFID/\$10	_____
_____	_____	Clicker/\$75 Card/\$15 RFID/\$10	_____
_____	_____	Clicker/\$75 Card/\$15 RFID/\$10	_____
_____	_____	Clicker/\$75 Card/\$15 RFID/\$10	_____

Total Due: \$ \_\_\_\_\_

I/We have received and read a copy of all Association's Documents, Rules & Regulations. I/we understand my responsibilities as a renter/occupant. I/We agree to abide by the provisions of said documents.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



**SALE DISCLOSURE SUMMARY  
FOR  
SERENOA COMMUNITY ASSOCIATION**

1. As purchaser of this property in this community, you will be obligated to be a member of a Homeowners Association known as The Serenoa Community Association, Inc. (Association).
2. There are recorded restrictive Covenants governing the use and occupancy of properties in this community.
3. You will be obligated to pay assessments to the Association. Assessments may be subject to periodic change. The current amount is \$900.00 per year, and can change based upon the direction of the Finance Committee. You will also be obligated to pay any special assessments imposed by the Association. Such special assessments may be subject to change.
4. You may be obligated to pay special assessments to the respective municipality, county, or special district. All assessments are subject to periodic change.
5. Your failure to pay special assessments or assessments levied by the Association could result in a lien on your property.
6. The statements contained in this disclosure form are only summary in nature, and, as a prospective purchaser, you should refer to the Articles of Incorporation, the Covenants and Restrictions, the By-Laws, the Rules & Regulations and other governing documents before purchasing property.
7. These documents are either matters of public record and can be obtained from the record office in Sarasota County or can be obtained from the Property Manager.



**Attention Serenoa Lot Owners: Contact Information Form**

As a consequence of a change to the Homeowners' Association Act (Chapter 720, Florida Statutes), the Association may publish a directory containing the names, lot addresses, lot numbers and phone numbers of the lot owners. No owner consent is necessary for this basic information. However, a lot owner has the right to notify the Association in writing that the owner does not want one or more phone numbers listed in the directory.

The Association publishes a hard copy resident directory yearly. The directory is strictly for lot owner and Association use and is distributed and made available only to our lot owners. In accordance with the above notes, please (1) check the 'Non Pub' box below if you do not want a phone number included.

Kindly complete the following, sign where indicated, and return to the Serenoa Directory Manager.

OWNER'S NAME(S) \_\_\_\_\_

ADDRESS \_\_\_\_\_ LOT # \_\_\_\_\_

TELEPHONE \_\_\_\_\_ Non-Pub Yes \_\_\_\_\_

TELEPHONE \_\_\_\_\_ Non-Pub Yes \_\_\_\_\_

NUMBER TO BE CALLED FROM THE GATE \_\_\_\_\_

MOBILE TELEPHONE \_\_\_\_\_ Non-Pub Yes \_\_\_\_\_

MOBILE TELEPHONE \_\_\_\_\_ Non-Pub Yes \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

I/We hereby consent to publication of my phone number(s), email address, and/or alternate address as set forth above in the resident directory to be provided to all lot owners. The Association cannot control distribution of the directory once delivered to the lot owners and asks all lot owners to be courteous and not provide information from the directory to any third parties. This consent will remain in effect for all future directories while you are a lot owner or until you rescind this permission in writing. Any termination of permission will take effect with the next publication of the resident directory.

Owner signature \_\_\_\_\_ Date \_\_\_\_\_

Owner signature \_\_\_\_\_ Date \_\_\_\_\_

Please contact the Board or management if you have any questions regarding this new policy.

**Electronic Transmission of Association Notices:**

Per Section 4.3 of our Bylaws permits the Association to send notices to owners via regular first class mail, hand delivery or by electronic transmission if the owner has consented in writing to the use of electronic transmission. In order to save money on photocopying and mailing costs, it is requested that you consider consenting to the use of electronic notice. You may revoke consent at any time by written notice to the Association.

The Association may provide notices of Board, membership and committee meetings to me using the following electronic mail address:

EMAIL ADDRESS \_\_\_\_\_

Owner signature \_\_\_\_\_ Date \_\_\_\_\_



**SERENOA COMMUNITY ASSOCIATION, Inc.  
PROGRESSIVE COMMUNITY MANAGEMENT, INC.**

3701 South Osprey Avenue  
Sarasota, FL 34239  
(941) 921-5393 FAX: (941) 923-7000

**ENTRANCE DEVICE ACTIONS**

Owner (For self, tenant, guest, Circle as Appropriate):

ADDRESS: \_\_\_\_\_ Lot #: \_\_\_\_\_

<b>Clicker</b>	<b>Proximity Card</b>
Issue New Clicker, Serial # _____	Issue New Card, Serial # _____
Deposit Required: \$75.00    Date _____	Deposit Required: \$15.00    Date _____
Received By (Print): _____	Received By (Print): _____
Organization: _____	Organization: _____
Signature: _____	Signature: _____

Turn in Clicker, Serial# _____	Turn in Card, Serial# _____
Deposit Returned: \$75.00    Date: _____	Deposit Returned: \$15.00    Date: _____
Less damage* _____ * normal wear and tear	Less damage* _____ * normal wear and tear
Received by (print) _____	Received by (print) _____
Signature: _____	Signature: _____
Payment By (Print) _____	Payment By (Print) _____
Organization: _____	Organization: _____

All Clickers and Proximity Cards issued for use in gaining entrance to the Serenoa Community remain the property of The Serenoa Community Association. Their Issuance and use are governed by The Serenoa Community Association Rules and Regulations.

Upon the sale of the home, the seller will give his or her gate entry devices to the Serena Gate Device Manager. . The new owner will obtain new gate entry devices from the Gate Device Manager. At the end of two week period, if the original devices have not been returned to the Device Manager, the initial devices will be deactivated.