

42 ✓ This instrument prepared by and after recording return to:
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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE SERENOA COMMUNITY**

WHEREAS, a Declaration of Covenants and Restrictions for the Serenoa Community was recorded in Official Records Book 2252, Pages 1564 et seq., Public Records of Sarasota County, Florida, and

WHEREAS, an Amended and Restated Declaration of Covenants and Restrictions for the Serenoa Community was recorded in Official Records Book 2267, Pages 2847 et seq., Public Records of Sarasota County, Florida (Declaration), and

WHEREAS, there have been a number of amendments to the Declaration as reflected in instruments recorded in the public records, and

WHEREAS, it was determined necessary and prudent to amend the Declaration at this time in order to comply with changes in the laws, integrate the previous amendments, and improve the document, and

WHEREAS, the entire membership of the Board of Directors of the Association voted to approve the amendments, and otherwise voted to integrate all validly adopted provisions into this Amended and Restated Declaration, and

WHEREAS, this Amended and Restated Declaration was approved by not less than two-thirds of the voting interests of the entire membership at a duly noticed and convened membership meeting held on October 16, 2019, and

WHEREAS, the owner of the Golf Club has consented to the amendments pertaining to the Golf Club, which consent is attached hereto.

NOW THEREFORE, The Serenoa Community Association, Inc. does hereby amend and restate the Declaration for the purpose of integrating the provisions of the original Declaration with prior amendments, together with adopted amendments, and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the property and binding on all existing and future owners, and all others having an interest in the lands or occupying or using the property.

**ARTICLE I
PROPERTY SUBJECT TO THESE COVENANTS**

The real property which was owned and submitted by Developer and which shall henceforth be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration is located in Sarasota County, Florida, and is legally described as follows:

Serenoa as per plat thereof recorded in Plat Book 34, pages 40, and 40A through 40N, Public Records of Sarasota County, Florida.

Serenoa, Phase II, as per plat thereof recorded in Plat Book 36, Pages 7, 7A through 7E, Public Records of Sarasota County, Florida.

Serenoa, Phase III, as per plat thereof recorded in Plat Book 36, Pages 32, 32A through 32E, Public Records of Sarasota County, Florida.

The Tennis Court parcel more particularly described on Exhibit "A" attached hereto and made a part thereof.

That certain parcel described on Exhibit "B" attached hereto, containing approximately 3.80 acres and providing an area for an expanded lake along the southeasterly boundary of the Community. Said lake parcel was conveyed to the Association by a Permanent Easement recorded in Official Records Book 2601, Pages 931-933, Public Records of Sarasota County. All of the covenants in this Declaration relating to the maintenance of said lake by the Association, and the rights of Sarasota County in the event the Association fails to do so, shall apply to such expanded lake area.

ARTICLE II DEFINITIONS

1. Defined Terms.

The terms used in the Governing Documents are given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms are defined as follows:

1.1 "Architectural Guidelines": The architectural, design, and construction guidelines and review procedures adopted pursuant to this Declaration, as amended from time to time.

1.2 "Architectural Review Committee or "ARC": The committee established to review plans and specifications for the construction or modification of improvements and to administer and enforce the architectural controls described in this Declaration.

1.3 "Articles of Incorporation" or "Articles": The Articles of Incorporation of Association, as amended from time to time. A copy of the Amended and Restated Articles are attached to this Declaration as Exhibit "C."

1.4 "Assessment": Regular and special assessments levied by the Association to pay the Common Expenses.

1.5 "Association": The Serenoa Community Association, Inc., a Florida not-for-profit corporation.

1.6 "Board of Directors" or "Board": The body responsible for the general governance and administration of the Association.

1.7 "Bylaws": The Bylaws of the Association as amended from time to time. A copy of the Amended and Restated Bylaws is attached to this Declaration as Exhibit "D."

1.8 "Common Area" or "Common Property": All real and personal property, including easements, which the Association owns, holds, leases, or otherwise has a right to possess or use for the common use and enjoyment of the Owners. A portion of the Common Area was conveyed to the Association by Quitclaim Deed recorded in Official Records Book 2937, Pages 2424-2426, Public Records of Sarasota County.

1.9 "Common Expenses": All costs and expenses that may be duly incurred by the Association from time to time in operating, maintaining, improving, protecting, managing, and conserving the Common Areas and in carrying out its duties and responsibilities under the Governing Documents.

1.10 "Community" or "Serenoa": The real property described in Article I of this Declaration.

1.11 "Golf Club": The golf course, club and other improvements constructed on Tracts 'A', 'B' and 'H' on the Plats.

1.12 "Governing Documents": This Declaration, the Articles and Bylaws of the Association, and the Rules and Regulations, as amended from time to time.

1.13 "Lease": Any lease, rental, occupancy, licensing or similar agreement, written or otherwise, between an Owner and a person or entity permitting that person or entity to occupy the Owner's Lot in return for the payment of a fee, gratuity or emolument, providing a service, or agreeing to a reciprocal occupancy with or

to the Owner. Internet-based non-Owner occupancy arrangements made through services such as Airbnb and Homeaway are included in the definition of Lease.

1.14 "Lot": A portion of the Community independently owned and conveyed to an Owner which is improved with a dwelling and other improvements. The term shall refer to the land, if any, which is part of the Lot as well as any improvements on the Lot. The boundaries of each Lot are shown on the Plats.

1.15 "Member": An Owner of a Lot.

1.16 "Owner": The record title holder to any Lot, but excluding, anyone holding an interest merely as security for the performance of an obligation (e.g., a mortgagee).

1.17 "Plats": The plats of Serenoa as described in Article I of this Declaration.

1.18 "Property": The real property described in the Plats.

1.19 "Rules and Regulations": The rules and regulations pertaining to the Community as established by the Association, as amended from time to time.

ARTICLE III THE SERENOA COMMUNITY ASSOCIATION

In order to effectuate the orderly development of Serenoa and to establish, protect and preserve the quality of the Community, the owners of all Lots in the Community shall become members of the Association by virtue of such ownership and shall be entitled to all of the rights and subject to all of the obligations such membership entails.

Membership in the Association is appurtenant to and may not be severed from the Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in the Governing Documents, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot.

The purpose and objective of the Association is to insure to all of its members a continuing and concerted program for the maintenance and management of Common Areas, to enforce these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of the Community, and to perform such other duties as may be assigned to it under the Governing Documents.

The Association shall be operated pursuant to the Governing Documents, including the following provisions:

1. In the event of any conflict, the Declaration shall take precedence over the Articles, Bylaws, and Rules and Regulations; the Articles shall take precedence over the Bylaws and Rules and Regulations; and the Bylaws shall take precedence over Rules and Regulation.

2. Unless the approval or action of Owners, and/or a certain specific percentage of the Board, is specifically required in the Governing Documents or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

3. The Association has the power to acquire property, both real and personal. The power to acquire and dispose of personal property shall be exercised by the Board. The power to acquire, improve, mortgage, and dispose of real property may be exercised by the Board but only after approval by not less than two-thirds of the voting interests of the Members of the Association present in person or by proxy at a duly noticed and convened Membership meeting.

4. If available at a reasonable cost, the Association shall obtain and maintain general liability insurance in such amounts as the Board may deem appropriate, and property insurance on insurable improvements within the Common Area. The Board shall also have the authority to acquire and maintain errors and omissions coverage to protect the board members, officers, and volunteers from liability. The Board shall have authority to compromise and settle all claims against the Association, except as may be otherwise provided by law, but

nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

ARTICLE IV USE RESTRICTIONS AND MAINTENANCE OBLIGATIONS

The following use restrictions, maintenance obligations and covenants are applicable to all Lots in the Community.

1. Residential Use. The Lots subject to this Declaration may be used for single-family residential living units and for no other purpose. No business or commercial building may be erected on any Lot, and no business, occupation, or profession may be conducted on any part thereof, except that real estate brokers and owners, and their agents, may show vacant lots and dwellings built on Lots in the Community for sale or lease, provided that only an entire Lot, and the dwelling constructed thereon, may be leased, no lease shall be for a term of less than three (3) continuous months, and no Lot may be leased more than twice in any calendar year. The foregoing restrictions shall prohibit, without limitation, the lease of a one or more rooms in a dwelling, but not the entire dwelling, or any occupancy of a room(s), but not the entire dwelling, by a guest for consideration no matter if the owner is also residing in the dwelling.

Notwithstanding the prohibition on the commercial use of a Lot and dwelling, Owners and tenants may conduct limited professional or business activities incidental to the primary use of the Lot as a residence, if confined solely within the dwelling constructed on the Lot, but only if the activity is in compliance with home occupation ordinances and regulations in Sarasota County, and the activity cannot be seen, heard or smelled by other residents of the community, and provided further that no activity shall be permitted that results in an increase in pedestrian or vehicular traffic in the community, nor shall any activities be permitted that would constitute a dangerous activity.

2. Garage sales, estate sales and similar events are prohibited, provided however, the Board may adopt a Rule or Regulation to permit a single annual Community-wide event for this purpose.

3. Flags. An Owner may display college, university and sports team flags, flags permitted under the Homeowners' Association Act, and other tasteful flags. The flag(s), flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, County lighting ordinances and reasonable regulations, including but not limited to, setback and locational criteria that the Association may include in its Rules and Regulations.

4. Vehicles. Except for short term parking permitted below, no vehicle shall be parked in the Community except on a paved driveway or inside a garage. No trucks or vehicles which are used for commercial purposes (any vehicle used in a trade or business and having visible advertising or promotional symbols or information, exposed materials, or equipment), other than those present on business during daylight hours, nor any trailers, may be parked in the Community unless inside a garage and concealed from public view. Boats, boat trailers, campers, vans, motor homes, motorcycles, recreational vehicles (vehicles having either kitchen or bathroom facilities), and any vehicle in non-operable condition shall be permitted to be parked in the Community only while loading or unloading or while parked inside a garage and concealed from public view. No maintenance or repair of any boat or vehicle shall be permitted upon any Lot except within an enclosed garage.

Short term parking, defined as a maximum of eight (8) hours and occurring between 8 AM–10 PM, is allowed on the streets if such parking does not interfere with mail delivery or ingress/egress of driveways. Sidewalks must not be blocked by vehicles in the driveway. Overnight parking is only allowed in the driveways of residences. No overnight parking is permitted on the streets. Violations of the parking rules will be cause for fines/and or towing at the owner's expense.

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.

5. Roadways. Except as the Association may otherwise approve in writing, and except as may be otherwise denoted on the Plats, no Lot or any portion thereof shall be open, dedicated, or used as a street, road, pathway, or other thoroughfare, whether public or private.

6. Signs. No sign of any kind shall be displayed to public view on any Lot except as follows:

(a) Individual, ornamental house name or number plates may be displayed.

(b) Not more than two temporary signs (one front and one back) not exceeding four (4) square feet each utilized in connection with the sale of a Lot may be displayed on such Lot. The color, format, nature, content, and location of such sign shall be subject to the written approval of the Association.

(c) During the course of construction on a Lot, a construction sign not more than four square feet in size identifying the builder may be displayed on the Lot. Such sign shall be promptly removed upon the issuance of a certificate of occupancy.

(d) An Owner may display security signs of reasonable size provided by the security contractor at the front and rear of a residence within ten (10) feet of the entrance to the residence.

(e) Other signs, including but not limited to "Open House" signs, may be displayed if such signs are approved by the Association as to size, design, location and content.

7. Animals. No activities of noxious or offensive nature, including, but not limited to, the maintenance of poultry farms, hog farms, or cattle feeding pens shall be conducted within the Community. No hogs or poultry of any kind shall be raised on the Lots. Animals allowed shall be limited to house pets. Such animals will only be permitted provided they are not kept, bred or maintained for commercial purposes. Pets shall be limited to three (3) per Lot and shall not be kept in a manner or to an extent so as to constitute a nuisance to neighboring Lots. No pets shall be permitted to roam free, make objectionable noise or constitute a nuisance or inconvenience to the residents of other Lots. Except when on the Owner's Lot, pets shall be kept on a leash and shall be properly controlled by a responsible person. Pets shall not be allowed on the property of other Owners. All solid wastes of pets shall be picked up by the pet handler and be properly disposed of at the residence of the pet owner.

8. Trash and storage. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property. All rubbish, trash and garbage shall be stored in appropriate containers with lids and regularly removed from the Community and shall not be allowed to accumulate thereon. Trash, landscape trimmings and recycling materials shall be placed at the curb only the day before pickup day. Trash and recycling receptacles shall be promptly returned to garages or other enclosed areas appropriate for such storage after pickup. All landscape contractors shall remove waste and trimmings from the Community within twenty-four (24) hours of trimming.

9. Firearms, Bows and Arrows and Fireworks. The discharging of firearms, use of bows and arrows, cross-bows, or the discharge of fireworks, is prohibited within the Community. The term "firearms" includes "BB" guns, pellet guns and other firearms of all types, regardless of size.

10. Drones. Drones (defined for purposes herein as a powered, unmanned, aerial vehicle that (1) uses aerodynamic forces to provide vehicle lift, (2) can fly autonomously or be piloted remotely, and (3) is designed to be recoverable), also referred to as "unmanned aerial vehicles" or an "unmanned aircraft system," shall not be permitted to be flown within the Community, unless such drone (a) is registered with the Federal Aviation Authority, to the extent required, (b) is operated by an individual duly licensed by the Federal Aviation Authority, to the extent required, (c) is only flown and utilized in accordance with Federal Aviation Authority and/or other applicable governmental requirements, (d) is flown within the Community in a manner not to interfere with an Owner's reasonable expectation of privacy with respect to such Owner's property, (e) is not utilized in any fashion to spy or otherwise peer into the home or residence of another Owner's property, (f) is not utilized to harass any person with respect to private property or the Common Areas, and (g) is utilized in a manner not to cause injury to person or property. If permitted by law, the Association may require registration of drones, including proof of liability insurance coverage. The operator of such drone shall be solely responsible for any

injury to person or property which results from use of such drone. An operator's or Owner's failure to comply with the terms and provisions of this section shall constitute a nuisance.

11. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any Lot which may be or become an annoyance or nuisance to other owners of Lots in the Community.

12. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. The Property will be subject to, and the Association and each Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, and any and all other governmental and public authorities and boards or officers of the same relating to such Property and any Improvements thereon or the use thereof.

13. Maintenance of Lots and Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. The Owners of the Lots in the Community shall be responsible for the maintenance of all areas located (a) between their respective Lot lines and the pavement of the street or streets adjacent to the lot, including but not limited to the sidewalk located in that area; (b) between their respective Lot lines and the waters of any adjacent lakes, banks of any adjacent canals or drainage ditches. All Owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times.

14. Maintenance of Improvements. Owners shall maintain their residences and all other improvements, including, without limitation, walls, fences, screen enclosures, driveways and accessory structures, in good appearance and safe condition, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any building shall be made promptly.

15. Boarding of Residences. Dwellings may be boarded up only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm or in excess of ten (10) days, whichever is shorter.

16. Insurance and Reconstruction of Units. Each Owner shall carry property insurance on the insurable portions of the Lot improvements, including the residence constructed thereon. In the event of any damage, the Owner shall remove all debris within a reasonable period of time, not to exceed 180 days, and complete repair and reconstruction of the damaged improvements within eighteen (18) months in a manner consistent with the original construction, or such other plans and specifications approved by the ARC. In the event the damage results in the destruction of substantially all of the improvements, an Owner may decide not to rebuild or reconstruct, in which case the Owner shall, within 180 days, clear the Lot of all debris and return the Lot to the substantially natural state that existed prior to the beginning of construction. The time frames provided in this subsection may be extended by the Board as necessary to accommodate conditions and events after a casualty. Thereafter, the Owner shall maintain the Lot and the Owner shall remain responsible for an equal share of Assessments notwithstanding that a residence is not constructed or occupied on the Lot.

17. Maintenance and Repair by Association. In the event any Owner shall fail or refuse to maintain his residence, Lot, or other improvements situate on said Lot in full compliance with the provisions of the Governing Documents, the Association may, provided the Board determines entry and remedial work can be accomplished safely and efficiently, take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the Lot and improvements thereon, but not the interior of any dwelling, and any such entry by Association or its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance effected by Association shall be chargeable to and paid by the Owner within thirty (30) days after submission of a bill therefor. If any such bill is not paid when due, a late charge of ten percent (10%) shall be added to the bill and interest shall accrue thereon from the due date until paid at the maximum rate for individuals permitted by law. The Association shall have the right to file a lien against such Owner's Lot to secure the unpaid charges, interest, late charges, attorney fees and costs of collection, with the same force and effect as liens for unpaid Assessments for Common Expenses.

ARTICLE V ARCHITECTURAL CONTROL AND VARIANCES

1. Architectural Control. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court or other game court or structure, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration thereof or thereto be made, nor shall any excavation be commenced, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Association. In keeping with Developer's intent to assure to each owner a community of quality homes and buildings of tasteful design, the Association will evaluate the plans and specifications of all proposed improvements with respect to their external design, appearance, and locations in relation to surrounding structures and topography, their proposed materials and construction standards, and their general aesthetic impact. Association may, in the Association's sole discretion, disapprove plans and specifications for any reason, including purely aesthetic considerations, but, in order to assist an Owner in the development of acceptable plans and specifications, the Association shall state with reasonable particularity the grounds for such disapproval. It is not the intent to impose a uniform appearance but rather to promote and assure architectural and aesthetic quality for the benefit of all Owners in the Community. Two (2) complete sets of all plans and specifications for any such improvement or structure proposed for any Lot shall be submitted to and approved by the Association prior to the commencement of construction or placement of such improvement. Association may require submission of plans for the grading of any Lot and plans specifying the proposed elevation of the floor slab of any structure to be built on such Lot. Any increase in the elevation of the existing grade of a Lot shall be accomplished by the Owner so as to not increase the surface water runoff from such Lot onto neighboring properties. Whenever required by the Association, the Owner shall also furnish a drainage plan for his Lot. Association may also require submission of samples of building materials proposed for use and such additional information as may be reasonable necessary to completely evaluate the proposed structure or improvement. If, following its review of the plans and specifications submitted to it, the Association disapproves such plans and specifications, the Association shall advise the Owner of the portion or items thereof which were found to be objectionable. In the event the Owner corrects the objectionable portions, the Owner may resubmit the plans and specifications, as corrected, for approval. Upon final approval of an Owner's plans and specifications either as originally submitted or as subsequently modified in accordance with the recommendations of the Association, the Association shall indicate its approval in writing on the plans and specifications. One set of such plans and specifications shall then be returned to the Owner and one set shall be retained by the Association. Should the Association fail to either approve or disapprove an owner's plans and specifications within thirty (30) days after the Owner submits the plans and specifications and pays all applicable approval fees, then such approval shall not be deemed to be required in such instance; provided, however, that no building or other improvement shall be erected or be allowed to remain on any Lot which violates the building and use restrictions contained in this Declaration. All construction work must be completed in accordance with the plans, specifications so approved and must be completed within the timeframe set forth in the approval of the Association, as applicable.

2. The Board may assign its responsibilities hereunder to an Architectural Review Committee to be appointed by the Board (the "ARC"). The ARC will have no less than three (3) nor more than five (5) members. The Board may sit as the ARC, or it shall have the right to appoint (and, at its discretion, to replace) all of the members of the ARC. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof, may be filled by the Board.

3. The Architectural Review Committee may recommend, from time to time, modifications or amendments to the Architectural Guidelines. Any modification or amendment to the Architectural Guidelines shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by the Board.

4. Any disputed decision of the ARC shall be submitted in writing to the Board, and any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board for a review within thirty (30) days of the mailing of notice or personal delivery to the Owner or his agent of such decision. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

5. Variances. Association reserves the absolute right to enter into agreements with the Owner of any Lot or Lots (without the consent of the Owners of other Lots, adjoining or adjacent property) to vary those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, construction of improvements, building plans, landscaping, signs, maintenance, screening of garbage receptacles, clotheslines and air-conditioner

compressors and without, in any manner, limiting the foregoing any restriction or limitation regarding construction set forth in this Declaration or the Architectural Guidelines, and any such variance shall be evidenced by an agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Lots in the Community, and the same shall remain fully enforceable against all Lots located in the Community other than the Lot where such variance is permitted.

6. The following restrictions and covenants are applicable to all Lots in the Community, except Lot 1, which contains existing buildings, structures and improvements, and which is exempted from the application of this Article.

a. Dwellings. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling containing at least two thousand two hundred (2,200) square feet of enclosed living area (exclusive of open or screen porches, terraces, and garages), which dwelling shall not exceed 40 feet in height nor exceed three (3) stories in height. Unless approved by the Association in writing as to use, location and architectural design, no garage, tool or storage room, pool house, cabana, gazebo or other structure may be constructed separate and apart from a residential dwelling, provided that a pool cabana may be constructed if it is connected to the dwelling by a pool cage and otherwise complies with these restrictions.

b. No flat roofs nor roofs having a slope of less than 4:12 and no built-up roofs shall be permitted on the main portion of any building without the approval of the Association. The composition of all pitched roofs shall be tile, architectural grade fiberglass of not less than 240 pound grade, or such other composition or material as may be approved by the Association. Roofs over outdoor areas or lanais shall be constructed of the same material as the main portion of the dwelling. Screened roofs may be used over pools and lanais. No roof or any part or all of a dwelling or any other building shall be metal.

c. In the event a dwelling is constructed of concrete block, same must be covered with stucco or veneered with wood, brick, or stone. No asbestos shingles, siding or any type of asphaltic covering shall be used on exterior walls of any building. All materials used in the construction of any dwelling shall be new, durable products. Additions to any dwelling must be compatible in appearance to the existing dwelling. Unless otherwise approved by the Association, all heating and plumbing vents (with the exception of chimneys) shall be painted the same color as the roof. The grade of each Lot shall not be materially altered from the grade established by Developer. All floor elevations for dwellings shall be subject to approval by the Association. No change in grade (whether filling or otherwise) shall be made which will adversely affect drainage of any Lot or drainage of any adjacent Lots, or Tracts.

d. Setback Line. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and the like) shall be erected or placed upon any part of a Lot such that any portion of said dwelling, building or structure (excluding normal eaves or overhangs): (a) encroaches on any "building setback line" or easement denoted on the Plats; (b) encroaches on any easement reserved unto or granted by Developer or Association pursuant to the provisions of this Declaration or the Plats; (c) is closer than thirty-five (35) feet to the front Lot line (which is any line adjacent to a street), closer than eighteen (18) feet to a side Lot line nor closer than thirty (30) feet to a rear Lot line; or (d) is constructed in violation of any setback requirements of Sarasota County then in effect. No building shall be erected on a corner Lot so that the setback from any street is less than thirty-five (35) feet. Notwithstanding any of the above, terraces, patios, low platforms or steps, decks, swimming pools and similar low, open, unroofed and unscreened construction may be erected within the setback areas, provided that such construction: (1) does not encroach on any easement; (2) does not violate any provisions of law; (3) in the opinion of the Association, does not interfere with the exposure, view or reasonable privacy of adjoining or facing properties; and (4) is otherwise approved by the Association.

e. Garages Required. No dwelling shall be constructed on any Lot without provision for an enclosed garage adequate to house at least two large sized motor vehicles. All garages must be side loading and have doors that are to be maintained in a useful, working condition and which are operated by electric door openers. Except when in actual use, garage doors must be kept closed. No garage shall be converted to other usage without the substitution of another garage.

f. Antenna. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person other than the Association. Certain television, satellite, or other antenna systems may be erected or installed on a Lot subject to compliance with the following requirements:

(1) Permitted antennas include (collectively hereinafter referred to as "antennas"):

(a) Direct broadcast satellite dishes that are less than one meter in diameter.

(b) Multi-channel, multi-point distribution service devices that are less than one meter in diameter or diagonal measurement.

(2) Location and Color of Antennas. To the extent feasible, all antennas must be of a color that is compatible with the exterior of the building and be placed in a location to minimize annoyance or inconvenience to other residents of the Community if this placement would still permit reception of an acceptable quality signal. The Board may promulgate rules and policies on suitable locations for each Lot.

(3) Safety Requirements. To safeguard the safety of the Owner and other Owners in the Community, it shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

(4) Proviso. It is the intent of this provision to comply with the Telecommunications Act of 1996. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance or use; unreasonably increase the cost of antenna installation, maintenance or use; or preclude reception of acceptable quality signals. Owners are encouraged to seek guidance from the Association concerning these matters but do not have to receive ARC approval prior to installation. However, any installation must be in accordance with these provisions and reasonable Rules and Regulations adopted by the Board to interpret these regulations.

g. Water and Sewer. All homes shall use and be connected to the central water and sewerage system made available for the Community. No well shall be drilled or utilized on any Lot for any purpose other than irrigation, and no septic tank shall be installed, used or maintained on any Lot, without the written approval of the Association and the approval of any applicable governmental authority.

h. Screening of Air Conditioner Compressors, Garbage Containers and Clothes Drying Area. All garbage or trash containers must be located underground, placed within a garage, or totally enclosed by walls or fences. Such walls or fences must be attached to or adjoin the dwelling house and must not exceed six (6) feet in height. No window or wall air-conditioning units shall be permitted on any Lot without the written approval of the Association. Heating, ventilation, air conditioning equipment, fans and pool equipment located outside a building shall be similarly screened from view and buffered by walls or shrubbery so as to reduce the noise level resulting from operation thereof. Oil and gas storage tanks shall be underground. Water treatment and water storage tanks shall be screened from view. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless the area is shielded from public view.

i. Driveway Construction. All dwellings shall have a driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. All driveways must be constructed with unpainted concrete, unless prior approval for other material is obtained from the Association. Where curbs or swales are required to be disturbed for driveway entrances, same shall be restored to their original grade and condition by the Lot owner in a neat and orderly fashion acceptable to the Association. No portion of a driveway shall be located within five (5) feet of the side line of any Lot nor within five (5) feet of such line extended to the pavement of the street.

j. Underground Wiring. No lines or wires for communication or the transmission of current shall be constructed, placed or permitted to be placed upon any Lot unless the same shall be inside a building or underground.

k. No Trailers or Temporary Buildings. Except as may be reasonably necessary for construction work, no tents, trailers, vans, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Association.

l. Landscaping. Not later than thirty (30) days following completion of construction of a dwelling upon a Lot, or material modification to an existing dwelling, such Lot shall be sodded and landscaped in accordance with a landscaping plan submitted to and approved by the Association, together with house construction plans. The landscaping plan shall include a planting plan, an irrigation plan, material specifications and construction details. Florida-friendly landscaping is encouraged and permitted, with prior Association approval, but landscape plans involving the use of rock, stone, sand, shell or hard surfaces for total or substantially total landscaping in front yards will not be approved. All lawns and landscaping shall extend to the pavement line in front of any dwelling and to the normal water line for those Lots adjacent to lakes. An underground sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all landscaped Lots.

m. Fences, Hedges and Walls. The composition, location and height of any fence wall to be constructed on any Lot shall be subject to the prior written approval of the Association. Hedges must be approved in writing before planting and must be thereafter maintained as might be required by the Association as a condition of approval.

No fence shall be permitted except for a fence erected or installed around heating, ventilation, air conditioning equipment, fans or swimming pool equipment. Invisible pet fences are permitted with written approval, provided they are installed within the boundaries of the owner's Lot and do not intrude on sidewalks, common areas or public right of ways.

Decorative entry walls, entry gates, courtyard walls, and privacy walls surrounding and abutting pools or decks are considered structures appurtenant to the residence and may be allowed if located on portions of the lot outside the applicable setbacks. All walls shall be designed and constructed of material identical or compatible with the materials, colors, finishes, textures and architectural style of the residence.

Gates must match the walls or fencing in design, material, height and color, and the top of a gate must be straight and flush with the top of the fence and/or wall.

The top of all walls and fences must be maintained level. If the ground slopes, the wall or fences must be stepped. If there is a horizontal trim piece at the bottom of the wall or fence, it too must be maintained level. Vertical members must be plumb and, generally, the tops of the posts must be in line.

No wall or fence may exceed six (6) feet in height exclusive of pillars or ornaments.

Any landscape that is required as part of a fence or wall application must be thereafter maintained by the lot owner in first-class condition, and if diseased or beyond its useful life, must be replaced with the same type of vegetation unless other vegetation is approved by the Association.

No tree, hedge, fence, shrub or other landscaping which substantially obstructs the vision of drivers of motor vehicles shall be placed or permitted to remain on any corner Lot. No fence, hedge or wall shall be located as to unreasonably interfere with the views of another lot owner as to any lake, golf course or preserve.

n. Trees. No tree, the trunk of which exceeds four (4) inches in diameter at four (4) feet above the natural grade shall be cut down or otherwise destroyed without the prior written consent of the Association. Further, each Owner shall cause seven (7) canopy trees from the Approved Tree List with at least a two and one-half (2 ½) inch caliper and ten (10) feet in overall height to be planted on each Lot. Each Owner shall also cause to be planted three (3) accent trees from the Approved Tree List with at least a two (2) inch caliper and eight (8) feet in overall height on each Lot. Existing trees in each category shall count toward the required planting requirements at a ratio of 1:1. All required trees shall be installed within thirty (30) days of completion of a residence on the Lot.

o. Mailboxes and Lighting. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Association. The Association has adopted a standard for Serenoa mailboxes in its Architectural Guidelines. Every Owner shall be obligated, at Owner expense, to maintain their mailbox in accordance with the Architectural Guidelines.

The Association has adopted a standard for Serenoa yard lights in its Architectural Guidelines. Every Owner shall be obligated, at Owner expense, to maintain their yard light in accordance with the Architectural Guidelines.

p. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Association.

q. Construction of Docks, Seawalls and Boat Slips. No seawall, dock, boat house, boat slip, davits, moorings or piers shall ever be placed or constructed upon or adjacent to any Lot.

r. Games and Accessory Structures. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling and shall not occupy a land surface area of more than 400 square feet without Association approval. No platform, dog house, playhouse or other structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have the prior approval of the Association. Lighting plans for all such area shall be subject to Association approval and shall not cast light directly onto any Lot.

s. Resubdividing. No Lot or contiguous group of Lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of Lots than that shown on the Plats for the same area. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site that does not include at least one (1) platted Lot according to the Plats. Any such Lot may be combined with the contiguous Lots or parts thereof to form a single building site. In the event that more than one Lot is developed as a building site, the provisions of this Declaration shall apply thereto as if it were a single Lot; provided, however, that the combination of two or more Lots, or parts thereof, shall not alter the liability of each of such Lots for its share of assessments and expenses levied or charged by the Association. If a Lot is divided and the parts thereof added to other Lots, the share of such Lot for assessments and expenses levied or charged by said association shall be prorated among such other Lots on the basis of square footage.

t. Regulations During Construction. No obstruction of any kind shall exist or remain within any swale area, right-of-way or easement within the Lot. During construction upon the Lot, the Lot shall be maintained in a neat and orderly manner with all the construction debris contained in a dumpster. Construction upon the Lot shall be conducted in such manner that the Community improvements shall not be altered or damaged in any manner, and the Lot shall at all times be in a clean and orderly condition. Each Lot owner agrees to indemnify Association from and against any and all costs and expenses which may be incurred in repairing or replacing Subdivision improvements damaged by the Lot owner, or to put the Lot in a clean and orderly condition.

u. Sidewalks. Owners must require their builders to construct a sidewalk in front of their home as required by Sarasota County Regulations and as shown on the Plats prior to the issuance of a Certificate of Occupancy for the home. In the event Sarasota County Regulations require such sidewalk to be constructed prior to owner's construction of a home on the Lot, then the owner shall comply with such regulation by constructing and paying for such sidewalk when required by such regulation.

ARTICLE VI COMMON AREAS AND PRIVATE ROADS

1. Common Areas. Certain areas within the Subdivision were set aside by Developer as "Common Areas" for the common use and enjoyment of owners of property within the Subdivision. Those Common Areas may include (by way of illustration only) private roads, lakes, ponds, bicycle and other paths, walkways, open areas, and easements of such uses.

2. Private Roads. The Private Roads were set aside for the common use and enjoyment of the owners of Lots within the Community and all members, guests, business invitees and others having the right of access to the County Club and Golf Course located on Tracts A, B and H (hereinafter the "Golf Club"). All such Private Roads shall constitute part of the Common Areas (except as provided in Article VII) and are to be maintained by the Association.

3. Maintenance and Usage of Common Areas. All property conveyed to or for which easements are granted the Association shall be maintained by Association, except for such portion thereof as to which the responsibility for maintenance has been or hereafter is imposed on any other person or entity by virtue of this Declaration or other recorded instrument. Usage of such Tracts shall be subject to such Rules and Regulations

as may be adopted by the Association. The Association shall not, however, adopt any restrictions, rules, or regulations that conflict with or impair any rights granted unto the owner of the Golf Club. Owners and their guests shall not use the lakes located on the Common Areas for fishing and boating, without prior approval by the Association, and any such approval shall be subject to such Rules and Regulations as may be promulgated by the Association. Any usage of the lakes for such purposes may be suspended or terminated by the Association at any time for any reason whatsoever; usage of the lakes may also be terminated by the Association if the Association determines that such uses interfere with the proper maintenance or functioning of the drainage or storm water management system for the Community or becomes a nuisance to anyone.

4. The Tennis Court parcel is declared to be a Common Area for the common use and enjoyment of Owners of property within the Community subject to a non-exclusive easement enjoyed by members and guests of the Golf Club to use said tennis courts. The Association shall maintain and repair such tennis courts and shall have the right to establish such Rules and Regulations relating to the use of the tennis courts and tennis court areas, including the establishment of fees or charges for use of such courts or area, providing such fees or charges are uniform as to all users.

5. Alterations or Additions to Common Areas. The Association shall not undertake material alterations or substantial additions to the Common Areas, including but not limited to a discontinuance of an original designated use, without the affirmative vote of not less than two-thirds of the voting interests of the members participating in person or by proxy at a duly noticed membership meeting except that membership approval is not required for (1) work necessary to protect, maintain, repair, or replace the Common Areas, even if the work would otherwise constitute a material alteration or substantial addition; or (2) for material alterations or substantial improvements in the Common Areas where the expense to the Association is equal to or less than ten percent (10%) of the Association budget, including reserves, in the aggregate in any calendar year.

ARTICLE VII MAINTENANCE BY GOLF CLUB OWNER

1. Common Maintenance Areas. The Golf Club Owner shall be responsible for maintaining (which term shall include any necessary or appropriate repairs, replacements or improvements) in first class condition the lakes, lake banks, canals, ditches and other associated storm water management components located in the Community in a sightly and efficiently functioning condition and in compliance with all governmental regulations while this Declaration is in effect. The Golf Club Owner shall also be responsible for maintaining in first class condition the entrance boulevard, being Serenoa Drive from Ibis Street to Tract "A", and Tracts C and G. These areas are collectively referred to hereinafter as the "Common Maintenance Areas". The Golf Club Owner shall cause its employees or subcontractors actually performing such work to keep careful accounting of all labor, material, equipment and other costs associated with the maintenance of the foregoing areas. The Golf Club Owner shall furnish the Association with copies of such accountings on request (but no more frequently than monthly). The Association shall pay its pro rata share of the expense of maintaining the Common Maintenance Areas within 15 days after receipt of an invoice. The expenses to be shared by the Community Association are limited to the actual costs of maintaining the foregoing areas and shall not include any administrative or overheard charges or costs.

2. Sharing Expense. The Association's pro rata share shall be one-third of the cost of maintaining the lake banks, canals and ditches and one-half of the cost of maintaining the plantings, grass, irrigation system and lighting along Ibis Street and the boulevard entranceway from Ibis Street to Tract "A". Notwithstanding the foregoing, the Golf Club Owner will be responsible for maintaining the water quality and the littoral shelves of the lakes, including the required aquatic plantings, as additional Common Maintenance Areas on the same terms and conditions as set forth in this article, and the Association shall reimburse the Golf Club Owner one-half the cost for such water quality and littoral shelf maintenance.

3. Limit on Costs. If the Association at any time believes that the cost of maintaining the Common Maintenance Areas is excessive, it shall have the right to obtain an independent, bona fide bid to have the work performed in a first class manner by a qualified third party contractor. If the bid is below the cost that has been charged by the Golf Club Owner over a corresponding period, the Golf Club Owner shall have the option to continue performing the work but at a reduced costs as reflected in the third party bid, or allowing such work to be performed by the third party contractor under the direction of the Golf Club Owner; and in this event the Community Association and the Golf Club Owner shall pay the third party contractor their pro rata share of its charges.

4. Governmental Requirements. If the Golf Club Owner is cited by Sarasota County, SWFWMD, or another governmental body for failing to maintain properly the Common Maintenance Areas in accordance with applicable laws and regulations, and if the Golf Club Owner fails to correct the deficiency within thirty (30) days or to commence such corrective action within this time and pursue it diligently to completion, the Association shall have the right but not the obligation to correct the deficiency and assess the Golf Club Owner for its pro rata share of such costs in addition to any extraordinary cost or expense reasonably incurred by the Association because of the Golf Club Owner's default.

ARTICLE VIII ASSESSMENTS

1. Assessments. The Common Expenses of the Association shall be payable by annual and special Assessments levied by the Board against all Lots on equal, pro rata basis. The Board shall approve annual budgets reflecting anticipated income and common expenses for each fiscal year and thereupon shall levy an annual Assessment against each Owner. The annual Assessment shall be collected in the manner provided in the Bylaws. The Board shall have the power to levy special Assessments against the members as prescribed in the Bylaws. Payment of any special Assessment levied by the Board shall be due on a date which is not less than 30 days following written notice thereof and may be payable in such installments as the Board may specify.

2. Delinquent Assessments. Any Assessment which is not paid when due shall bear interest from the due date until paid at the rate of 18 percent per annum and shall be subject to a late charge as may be established by resolution of the Board not to exceed the greater of \$25.00 or 5% of the amount of each installment or such larger amount permitted from time to time by the Homeowners' Association Act. Any payments made to the Association by or on behalf of any owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the Association incidental to the collection of Assessments and other monies owed to the Association by the owner and/or for the enforcement of its lien; next towards late charges; next towards interest on any Assessments or other monies due to the Association as provided herein; and next towards any unpaid Assessments owed to the Association, in the inverse order that such Assessments were due.

3. Liability upon Transfers. Except for certain first mortgagees as provided below, whenever title to a Lot is transferred for any reason, the Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title, without prejudice to any right the Owner may have to recover from the previous Owner for any amounts paid by the Owner. As provided in the Homeowners' Association Act, for purposes of the forgoing, the Association is not included within the definition of a "previous owner" in the event it acquires title to a Lot by foreclosure or by deed in lieu of foreclosure. The owner and holder of a first mortgage of record which acquires title to a Lot as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, shall be liable for Assessments levied against such Lot in the same manner as any other Owner unless the mortgagee is entitled to limited liability for delinquent Assessments as provided in the Homeowners' Association Act, as amended from time to time. Any unpaid share resulting from the application of limited liability of a mortgagee shall be deemed a Common Expense collectible from all Owners, including the person or institution acquiring title to such Unit through such foreclosure or conveyance in lieu thereof.

4. Pursuit of Judgment for Damages. If any such Assessment is not paid within forty-five (45) days after the same is due, then the Association may bring suit against the Owner on this obligation, and there shall be added to the amount of such Assessment the aforementioned late charge, interest, and all collection costs including reasonable attorney's fees incurred by the Association in preparation for and in bringing such action, including reasonable attorneys' fees for appellate proceedings.

5. Association Lien Rights. To provide an additional means to enforce the collection of any Assessment, the Association shall have a lien against each Lot and all improvements thereon. If any Assessment is not paid within thirty (30) days of the due date, after providing the Owner with forty-five (45) days written notice of intent to file a lien, the Association may record in the Public Records of Sarasota County, Florida, a claim of lien setting forth amounts claimed due the Association. The lien shall secure the Assessments due and thereafter accruing on the Lot, together with such interest thereon, late charges, attorney fees, and costs of collection thereof as hereinafter provided, and shall be a continuing lien on the Lot against which such Assessment was made, binding upon the Owner thereof, heirs, personal representatives, tenants,

successors and assigns. The lien is effective from and shall relate back to the date on which the original Declaration was recorded, provided however, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the Public Records.

6. Foreclosure of Lien. In the event the Assessment is not paid after filing the claim of lien, after providing the owner with a forty-five (45) day written notice of intent to foreclose, said lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage foreclosure or in such other manner as may be permitted by law.

7. Estoppel Certificates. Within fifteen (15) days after request by an Owner, purchaser or mortgagee, the Association shall provide a certificate stating whether all Assessments and other monies owed to the Association by the owner with respect to the Lot have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association may charge a reasonable fee for the preparation of the certificate, which fee must be stated in the certificate. The authority for the fee must be established in written resolution adopted by Board or in a written management contract.

8. Other Collection Remedies. To the extent provided in the Homeowners' Association Act, the Association shall have the authority to pursue other collection remedies, including but not limited to the suspension of the use of portions of the Common Areas, suspension of voting rights, and recovery of Assessments and other unpaid financial obligations from any tenant occupying a Lot owned by a delinquent Owner.

ARTICLE IX EASEMENTS AND ENVIRONMENTAL PROVISIONS

1. Utilities and Drainage. Perpetual easements for the installation and maintenance of utilities and drainage facilities are reserved unto the Association over all utility and drainage easement areas shown on the Plats. Moreover, a perpetual easement fifteen (15) feet in width over and under each Lot in the Community for the installation and maintenance of utilities, street lights, and drainage facilities is hereby reserved unto the Association along such portion of each Lot line as abuts any street. Association reserves the right to grant to any private or public utility, an easement to erect and lay, or cause to be erected, laid, maintained, removed or repaired in all private roads or Common Areas of the Community, for electricity, telephone, water, gas and other utility services, catch basins, surface drains and other such customary or usable pertinences as made from time to time in the opinion of the Association or any utility company or governmental body be deemed necessary or advisable. Any claim on account of temporary or other inconveniences caused thereby against the Association or any utility company or governmental body, or any of its agents or servants, is hereby waived by the Owner. The easement area of each Lot and all improvements located within it shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Association, public authority or utility company is responsible. No drainage easement, swale, canal, lake, or pond may be obstructed, filled in or altered without the Association's written approval. Any walls, fences, paving, landscaping or other improvements constructed, placed or planted by an Owner over the easement area of his Lot may be removed by the Association if required for the installation or maintenance of Improvements or facilities related to the purpose for which the easement was reserved; provided, however, that the Association or its assigns shall promptly restore any dislodged grass, soil, or paving as nearly as practicable to its prior condition.

2. Drainage Areas. For the purposes of this Declaration, "Drainage Areas" means those portions of the Areas designated as surface water management areas, drainage areas, basins, drainage easements, water management tracks, canals or canal easements (collectively "Drainage Areas") which are reflected on the development plan filed with Sarasota County or are reflected on the Plats, and any amendments thereto, or are described in this Declaration, or otherwise designated by Developer as "Drainage Areas," and which shall be kept and maintained by the Association or the Golf Club Owner for irrigation, drainage, storm water retention and detention or beautification and for the installation, maintenance, construction or repair of utility facilities in a manner consistent with the original design thereof by Developer, and in accordance with the requirements of all applicable governmental authorities. The Drainage Areas are an integral part of a master drainage system which system is for the benefit of the Community and the Golf Club. The Association and the Golf Club Owner, in accordance with their respective responsibilities, shall maintain the Drainage Areas and master drainage system in a manner consistent with the original design thereof by Developer, and in accordance with the requirements of all applicable governmental authorities, and in cooperation with each other.

3. Wetlands, Lakes and Ponds. Wetlands, lakes and ponds means those Common Areas so designated on the development plans submitted to Sarasota County, this Declaration, the Plats, any addendum thereto, or otherwise designated by Developer and which are areas subject to permanent or prolonged periods of inundation or saturation, or which exhibit vegetative communities or soil types characteristic of such hydro periods. The boundaries of wetlands, lakes and ponds shall be subject to accretion, reliction, or other natural changes. Wetlands, lakes and ponds shall be kept and maintained by the Association and the Golf Club Owner, in accordance with their respective responsibilities, together with any adjacent shoreline in an ecologically sound condition for water retention, irrigation, drainage and water management purposes in compliance with all governmental requirements. Graded lakes shall be maintained with a productive littoral zone in compliance with governmental requirements.

ARTICLE X GOLF COURSE AND GOLF CLUB

1. Golf Club. Reflected on development plans filed with Sarasota County, and reflected on the Plats as Tracts "A", "B" and "H" ("Golf Club") is a golf course and club (which upon completion of all improvements may include the golf course, parking facilities, clubhouse, restaurant, bar, lounge, dining facilities, and related recreational amenities and facilities) which shall be owned, used and maintained as either a public or private club facilities as the operator of same, in its sole discretion, deems appropriate.

2. Notice. BY ACCEPTANCE OF A DEED TO A LOT IN THE COMMUNITY, EACH OWNER, HIS SUCCESSORS AND ASSIGNS, ACKNOWLEDGES AND AGREES THAT NEITHER OWNERSHIP OF A LOT IN SERENOA NOR MEMBERSHIP IN THE ASSOCIATION CONFERS ANY MEMBERSHIP OR USE RIGHTS IN THE GOLF CLUB, AND THAT ANY SUCH RIGHTS OF USE ARE SUBJECT TO THE REQUIREMENTS AND CONDITIONS AND FEES AND CHARGES ESTABLISHED BY THE OPERATOR OF SAID GOLF CLUB IN ITS HIS SOLE AND ABSOLUTE DISCRETION. EACH OWNER, THEIR SUCCESSORS AND ASSIGNS FURTHER ACKNOWLEDGE THEY HAVE BEEN INFORMED THE GOLF CLUB MAY NOT EXIST IN PERPETUITY OR FOR ANY SPECIFIC LENGTH OF TIME.

3. Easement. The Golf Club Owner, its designated operator, the members of the Golf Club, and their family members, guests and invitees, and the players or users of the Golf Club, and the spectators at any golf tournaments (collectively the "Visitors") shall have a perpetual, non-exclusive vehicular and pedestrian easement over, through and across the Private Roads, in their favor for all normal purposes, including, without limitations, ingress and egress and for maintenance and the furnishing of services and facilities and for such other purposes for which the same are reasonably intended; provided, however, that such easement shall only be as to that portion of the Private Roads and for such length of time reasonably necessary for such intended purpose. Association may establish Rules and Regulations regarding such use, which Rules and Regulations concerning such rights shall be binding on all Owners and the Association. Association may install a limited access gate or gates at the entrances to the residential areas of the Community so long as such gate or gates do not impair access from Ibis Street to the Club House or interfere with the rights of the Golf Club Owner hereunder.

4. Golf Tournament. Developer has provided for the Golf Club to be located in such manner to benefit the Community and to protect and enhance property values therein. It is possible though not insured or in any manner represented that the Golf Club may be used for various types of tournament play. The Association and the Owners shall cooperate with the Visitors to the full extent necessary to permit such tournaments to occur as intended.

5. Golf Balls. An easement over the lawn and yard area of each Lot is hereby granted to all members, guests and invitees playing golf ("Golfers") on the Golf Club in the Community for the sole purpose of retrieving errant golf balls. Entry upon the Lot shall be solely on foot and not by golf cart. This easement shall not permit entry into any residence, garage or enclosed patio or pool area. This easement shall not exempt any Golfer from responsibility for damage caused by an errant golf ball nor damage caused in the retrieval of same.

6. Access. No owner shall have any right, by virtue of ownership of a Lot, or membership in the Association, whether or not his Lot is contiguous to the Golf Club, of access, entry or other use of the Golf Club. There shall be no activity in the Community that unreasonably disturbs play, or the enjoyment of the Golf Club, by members and guests thereof, including without limitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity. There shall be no fencing or other obstructions contiguous to the golf course.

ARTICLE XI GENERAL PROVISIONS

1. Duration and Benefit. The covenants and restrictions of this Declaration shall run with the title to each of the Lots in the Community and shall inure to the benefit of and be enforceable in accordance with its terms by the Association or the Owner of any of such Lots, the Golf Club Owner, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date of the recording of the original Declaration, after which time the provisions of this Declaration shall automatically be extended for successive periods of ten (10) years each unless prior to the commencement of any such ten (10) year period: (1) members of the Association holding at least two-thirds (2/3) of the voting rights approve the termination of the provisions of this Declaration, and (2) a written instrument certifying that such approval has been obtained, is signed by the president and secretary of said the Association and recorded in the Public Records of Sarasota County. No such termination of this Declaration shall be effective unless the Association has made provision for the continued maintenance of the system of lakes and drainage structures and subdivision road as required at that time by Sarasota County and any other applicable governmental regulations.

2. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give the Association or any Lot Owner, or the Golf Club Owner in addition to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such proceedings shall be borne by the Owner alleged to be in violation if such proceedings result in a finding that such Owner was in violation of the terms of this Declaration. Such costs shall include reasonable attorney's fees, including attorney's fees for appellate proceedings, incurred by the Association, the Golf Club Owner, or any Owner in bringing an action against another Owner. Failure by Association, or any Owner or the Golf Club Owner to enforce any of said covenants or restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto.

3. Assignment by Developer. Developer assigned any or all of its rights, title, interest, easements, powers, duties, obligations and privileges reserved hereunder to the Association by Assignment of Rights recorded in Official Records Book 2937, Pages 2427-2429, Public Records of Sarasota County..

4. Severability Invalidity of any of the covenants and restrictions therein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

5. Amendment. This Declaration may be amended at any time and from time to time as follows:

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

b. Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board, or by not less than 20% of the voting interests of the Members.

c. Approval. Except as otherwise required by law, a proposed amendment shall be adopted if it is approved by not less than a two-thirds of the voting interests of the Members participating in person or by proxy at a duly noticed Membership meeting.

d. 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 the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County.

e. Amendments by Board. The Board, by a majority vote of the entire Board, may effect an amendment to the Declaration in any of the following circumstances:

1. To bring the Declaration into compliance with the provisions of subsequently enacted laws, rules or regulations adopted by governmental authority which, in the opinion of counsel for the Association, are reasonably likely to be applicable to the Association.

2. If the Board determines that as a result of new, changing or evolving technology, materials, procedures, devices or standards the Declaration should be amended to take cognizance of such matters so that the overall intent of the Governing Documents shall not be frustrated by changing circumstances.

3. If the Board determines, in the reasonable exercise of its judgment, that there is a scrivener's error or other error or omission that results in an ambiguity, inconsistency or an incomplete provision, or if experience with a particular provision results in an ambiguity with respect to the practical application of such provision.

Provided, however, that no Board adopted amendment to the Declaration pursuant to this subsection shall go into effect until not fewer than sixty (60) days' notice of the amendment shall have been given to the Members. If, during the time between the giving of such notice and the proposed effective date stated therein, Members having not less than ten (10%) percent of all voting interests request in writing that a meeting of the Members be called, then and in such event, the Board shall call such meeting promptly, the purpose of which meeting shall be to determine whether or not the amendment adopted by the Board shall go into effect. Effectiveness of any amendment shall be suspended until the end of such meeting. At such meeting if a quorum is obtained, not less than two-thirds of the voting interests participating in person or by proxy, may determine that the amendment adopted by the Board, or any part thereof, shall not be effective. If a quorum is not obtained at such meeting, or if at such meeting there is no two-thirds vote against such amendment, then the amendment shall go into effect at the later of the date specified in the notice, or the conclusion of such meeting. Thirty (30) days after the certificate of any amendment adopted by the Board pursuant hereto is recorded in the Public Records, the authority of the Board to adopt such amendment shall be conclusively presumed, shall be binding upon all Owners, and may not be challenged in any court proceeding or otherwise.

f. All such amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein, and no such amendment shall be effective as to the Golf Club or any rights or remedies provided herein to the Golf Club Owner, Visitors or Golfers without the prior written consent of the Golf Club Owner. No amendment of this Declaration shall affect the stormwater management system or the subdivision roads or the Association's and the Golf Club Owner's respective obligations to maintain same without the written consent of Sarasota County.

6. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

ARTICLE XII AUTOMATED FRONT ENTRY GATES

1. Installation of Gates. The Association has developed and installed automated entry gates at the entrance of Ibis Street. The Golf Club Owner has consented to installation of said gates subject to the terms of these covenants. The Association will have the sole responsibility to develop, operate, repair, replace and maintain in a first class condition these security gates. Such gates shall not impair access from Ibis Street to the Golf Club or otherwise interfere with the rights of the Golf Club Owner or access to the Golf Club by the Golf Club Owner, members of the Golf Club, its invitees or guests. The Golf Club Owner agrees that as long as the Procedures for Gates set forth in Section 2 hereunder are followed by the Association, then such gates do not impair access or otherwise interfere with its rights. The Association and Golf Club Owner have developed the accepted procedures for said gates as set forth in Section 2 hereunder.

2. Procedures for Gates.

a. The gates shall remain open at all times during regular business hours of the Golf Club which as of the date hereof is every day of the year, between the hours of 5:00 a.m. and 8:30 p.m. Sunday through Thursdays and between the hours of 5:00 a.m. and 9:30 p.m. on Fridays and Saturdays. The Golf Club Owner, or its designated representative¹, reserves the right to changes its hours of operation at its sole discretion and shall notify the Association or its designee, in writing, at least forty-eight hours in advance of such change. The

¹ The only valid designated representative for the Golf Club Owner shall be the representative designated, in writing, to the Association by the President of the Golf Club Owner or its Chief Executive Officer. In addition, the only valid designee for the Association shall be the representative designated, in writing, to the Golf Club Owner by the President of the Association.

Association shall be obligated within forty-eight (48) hours of written notice from the Golf Club Owner or its designated representative to change the closing time of the gates according to the hours of operation of the Golf Club.

b. In the event the Golf Club Owner or its designated representative notifies the Association or its designee, in writing, that it intends to open the Golf Club for dinner, or other evening events, the gates shall remain open until 9:00 p.m., or such other time as the Golf Club Owner, or its designated representative, notifies the Association or its designee, in writing, of operating hours, with respect to such nights.

c. Employees and service providers, as designated by the Golf Club Owner, or its designated representative, and such other entities that need access to the Golf Club after normal business hours as determined by the Golf Club Owner in its discretion shall have the ability at the cost of Association to open the gates via remote control, access code, or such other entry methods as are acceptable to both the Association and the Golf Club Owner. An updated list of these employees and service providers shall be provided by the Golf Club Owner, or its designated representative, in writing, to the Association or its designee upon the written request of the Association.

d. For special events at the Golf Club, the Golf Club Owner or its designated representative shall notify the Association or its designee at least forty-eight hours in advance of the date and time of the event in writing. The gates shall be kept open until a time specified by the Golf Club Owner, or its designated representative.

e. The Procedures for Gates may only be modified upon written approval by the Golf Club Owner and Association (except for the changes which can be made by the Golf Club Owner, or its designated representative, at its sole discretion as set forth in Section 2.a., 2.b., 2.c., and 2.d. above) and may not be modified or in any way altered without such written approval.

3. Remedies/Damages. In the event that the Association breaches the procedures described in Section 2 above more than three times in any six month period, the Golf Club Owner may provide written notice to the Association to permanently affix the gates in the upright and open position which shall be at the sole cost and expense of the Association and shall be accomplished by the Association within ten days of the notice. In the event the Association fails to permanently affix the gates in the upright and open position, the Golf Club Owner shall have the right and license to permanently affix the gates in the upright and open position and shall be reimbursed its expenses in doing so from the Association. If for any reason the Golf Club Owner is prevented from permanently affixing the gates in the upright and open position on its own, it may apply for an injunction requiring the Association to permanently affix the gates in the open and upright position which the Serenoa Community Association agrees shall be granted. However, this provision does not apply and an automatic injunction shall not be entered in the event of mechanical problems with the gates that are beyond the Association's control, provided that the Association immediately takes all appropriate action to correct any mechanical problems with the gates and provides written notice of the mechanical problems to the Golf Club Owner. If there is a dispute concerning whether there was a mechanical problem and whether an injunction should be entered to permanently affix the gate in the upright and open position, the gate procedures set forth in Section 2 above shall be followed until the dispute is resolved by a court of competent jurisdiction. If the gates are permanently affixed in the permanent and upright position for any reason, the Association would be permitted to construct gates at the sole cost and expense to the Association at the entrance to each of the residential areas pursuant to the terms of these covenants. In addition to the Golf Club Owner's remedies as set forth in this Section, the remedies in Article XI, Section 2, apply to any breach of this Article XII by the Association. If the Association has an assignment of the Developer's rights, the language relating to the "Developer" in Article XI, Section 2 shall not be construed, or defined, to prohibit any of the Golf Club Owner's remedies set forth above against the Association.

4. Article X. The parties agree that Article X, Golf Course and Golf Club, is not amended nor modified by this Article XII and shall remain in full force and effect.

5. Association's Responsibility for Gates. The Association shall have the sole responsibility for the front entry gates including, but not limited to, its maintenance, repair, replacement and operation at no cost to the Golf Club Owner or Golf Course. As such, the Association has the sole responsibility to provide electric service for operation of the front gates at no cost to the Golf Club Owner. In order to accomplish its responsibility for the payment of electric for the gates, the Association shall pay two-thirds of the monthly front entrance electric bills to the Golf Club Owner within fifteen (15) days after receiving an invoice from the Golf Club Owner. In the event

the front entry gates are removed or permanently affixed in the upright or open position for any reason, the Golf Club Owner does not have any responsibility or obligation to install, maintain, or operate any front entry gate, any guard gate, or any other security gate in the Community.

6. Common Maintenance Area. The front entry gates do not fall within the definition of "Common Maintenance Areas" and are not the responsibility of the Golf Club Owner. The front entry gates are the sole responsibility of the Association. Other than as specifically set forth in Article XII, the responsibility for expenses set forth in Article VII shall not be modified by this Article XII.

7. Indemnification of Golf Club Owner. It is agreed that the Association is the sole entity which is responsible for the front entry gates. The Association shall exonerate, protect, defend, indemnify and hold harmless the Golf Club Owner, its successors and assigns, related entities, its officers, directors and employees, against and from any and all claims, suits, losses, damages or expenses including, and without limitation, attorney's fees and court or arbitration costs filed by or on behalf of any other party, entity, or homeowner against the Golf Club Owner arising out of any claim surrounding the front entry gates, including, but not limited to, the gates operation, installation, maintenance, security procedures, negligence related thereto, or other events related thereto.

Paul A. Larsen
Witness Signature

PAUL A. LARSEN
Printed Name

Roger I. Iguibon
Witness Signature

Roger I. Iguibon
Printed Name

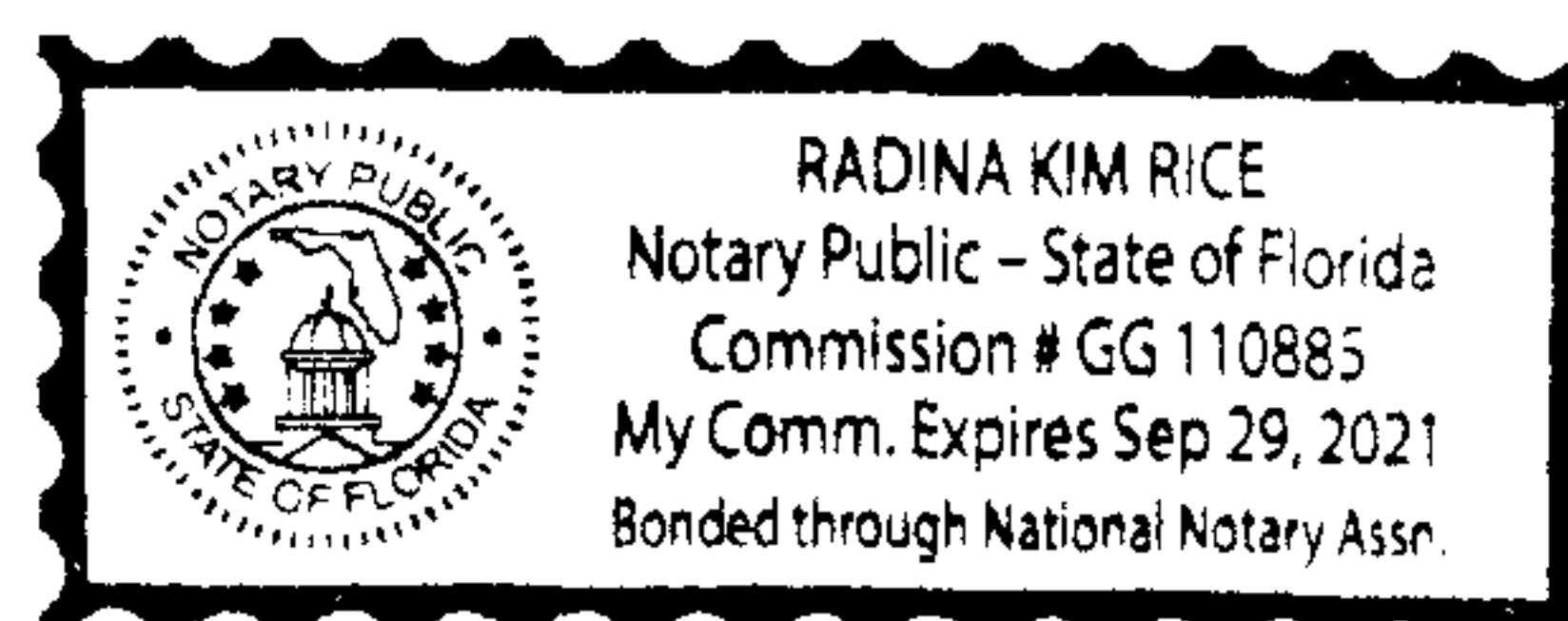
STATE OF FLORIDA
COUNTY OF SARASOTA

The Serenoa Community Association, Inc.

Kent Sheanshang
By: Kent Sheanshang, President

The foregoing instrument was acknowledged before me this 21 day of October, 2019, by Kent Sheanshang, as President of The Serenoa Community Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification. If no type of identification is indicated, she is personally known to me.

Radina Kim Rice
Notary Public



APPROVAL BY GOLF CLUB OWNER

The undersigned, being the owner of Serenoa Golf Club, hereby joins in and consents to the foregoing Amended and Restated Declaration of Covenants and Restrictions for the Serenoa Community.

Signed, sealed and delivered
in the presence of:

SERENOA GOLF CLUB LLC

Erin D. M. M. M.

Kevin J. Paschall

[Signature]

By: Kevin J. Paschall
Its: Managing Partner

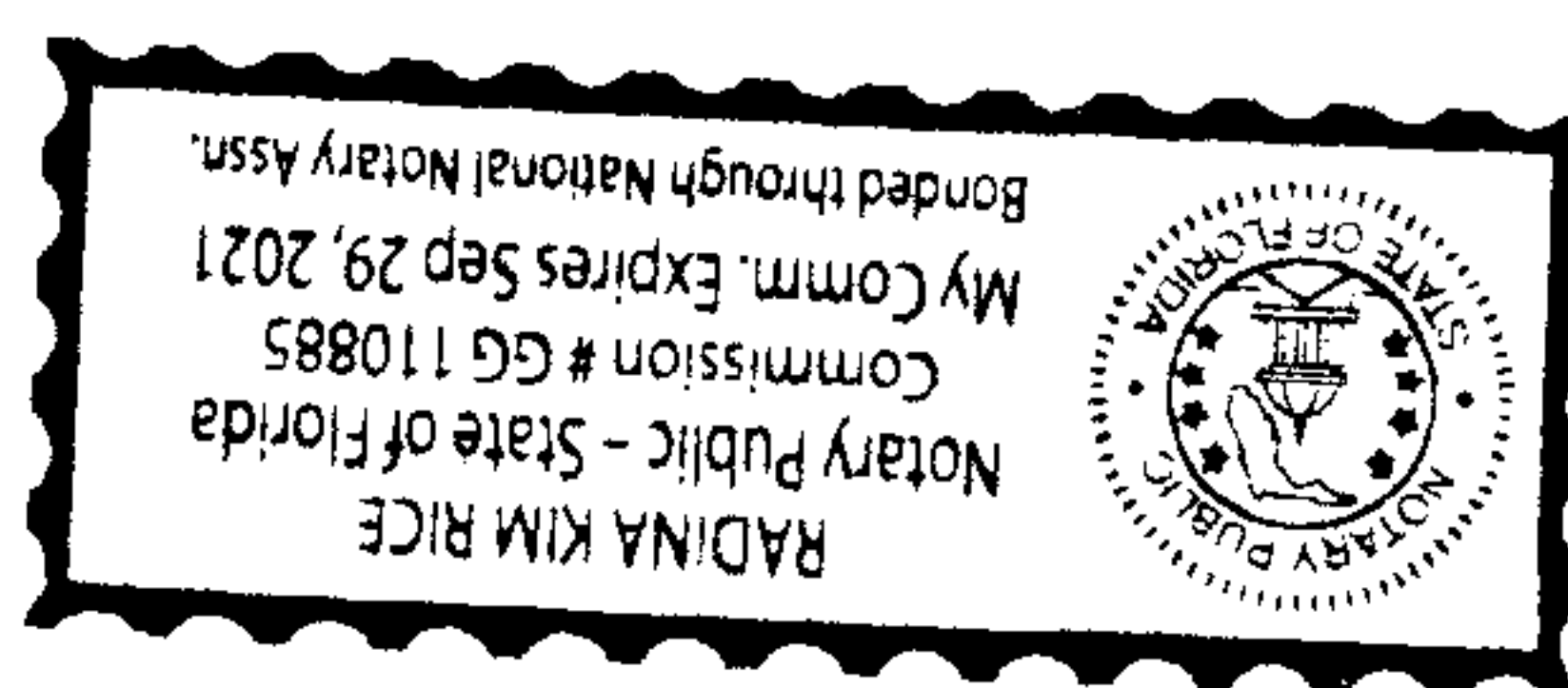
STATE OF *Fl*

COUNTY OF *Sarasota*

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared *21st* to be known as the President of the Serenoa Golf Club LLC, a Delaware Limited Liability Company, and he acknowledged before me that he executed the foregoing instrument in the name of and on behalf of said corporation as such officer for the purposes therein set forth.

Witness my hand and official seal in the County and State aforesaid, this *21st* day of
Oct, 2019.

Rodina Kim Rice
Notary Public



DESCRIPTION: A PARCEL OF LAND FOR THE PURPOSE OF TENNIS COURTS

A PARCEL OF LAND IN TRACT "H", SERENOA, AS PER THE PLAT THEREOF
RECORDED IN PLAT BOOK 34 AT PAGES 40-400 OF THE PUBLIC RECORDS OF
SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCE AT A FOUND CONCRETE MONUMENT ON THE SOUTHERLY LINE OF
SAID SERENOA, AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 34,
AT PAGES 40-400 OF THE PUBLIC RECORDS OF SARASOTA COUNTY,
FLORIDA; THENCE N.29°52'30"E., 198.86' FOR A POINT OF
BEGINNING; THENCE N.67°23'11"W., 175.00' TO INTERSECT THE
EASTERLY LINE OF TRACT "E", SERENOA, AS PER THE PLAT THEREOF
RECORDED IN PLAT BOOK 34 AT PAGES 40-400 OF THE PUBLIC RECORDS OF
SARASOTA COUNTY, FLORIDA ALSO BEING A POINT ON A CURVE CONCAVE TO
THE SOUTHEAST, WHOSE CENTER BEARS S.67°23'11"E., 680.00' AND
HAVING A CENTRAL ANGLE OF 10°58'00"; THENCE NORTHEASTWARDLY
ALONG SAID TRACT "E" AND THE ARC OF SAID CURVE 130.35' TO THE
POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST,
WHOSE CENTER BEARS N.56°24'10"W., 620.00' AND HAVING A CENTRAL
ANGLE OF 05°08'21"; THENCE NORTHEASTWARDLY ALONG THE ARC OF
SAID CURVE 55.61'; THENCE S.61°32'31"E. ALONG THE SOUTH LINE OF
TRACT "E", AND THE SAID EAST LINE OF TRACT "E", 175.00' TO A
POINT ON A CURVE CONCAVE TO THE NORTHWEST, WHOSE CENTER BEARS
N.61°32'31"W., 795.00' AND HAVING A CENTRAL ANGLE OF
05°08'21"; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE
71.31' TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE
SOUTHEAST WHOSE CENTER BEARS S.56°24'10"E., 505.00' AND HAVING
A CENTRAL ANGLE OF 10°58'00"; THENCE SOUTHWESTWARDLY ALONG THE
ARC OF SAID CURVE 96.81' FOR THE POINT OF BEGINNING.

PARCEL OF LAND CONTAINING 30,981 SQUARE FEET MORE OR LESS.

RECORDED
INDEXED
FILED

93 JUL 14 PM 3:27

RECORDED IN OFFICIAL
RECORDS
RECEIVED VERIFIED

EXHIBIT "A"

EXHIBIT "B"

DESCRIPTION:

(DRAINAGE EASEMENT) A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 37 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19, SAID POINT BEING PER D.N.R. DOC. NO. 16596; THENCE S.00°06'43"W., ALONG THE EAST LINE OF SAID SECTION 19, 3155.46 TO THE INTERSECTION OF THE EASTERLY EXTENSION OF THE EASTERLY BOUNDARY OF FUTURE SERENOA PHASE III WITH SAID EAST LINE OF SECTION 19; THENCE S.47°15'01"W, DEPARTING EAST LINE OF SAID SECTION 19, 48.82 TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF FUTURE SERENOA PHASE III AND A POINT OF BEGINNING; THENCE S.01°32'27"W, 83.54 FEET; THENCE S.10°09'11"W, 74.64 FEET; THENCE S.21°48'33"W, 53.74 FEET; THENCE S.07°42'44"E, 104.81 FEET; THENCE S.00°22'37"E, 68.94 FEET; THENCE S.48°55'01"W, 80.06 FEET; THENCE S.59°33'34"W, 173.67 FEET; THENCE S.70°51'21"W, 114.79 FEET; THENCE S.77°54'35"W, 97.44 FEET; THENCE S.64°27'36"W, 91.52 FEET; THENCE S.39°40'36"W, 213.91 FEET; THENCE S.87°30'40"W, 49.65 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF SAID FUTURE SERENOA PHASE III; THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES: THENCE N.02°29'20"W, 140.00 FEET; THENCE N.47°15'01"E, 985.54 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 165,487 SQUARE FEET, OR 3.80 ACRES, MORE OR LESS.

RECORDED IN OFFICIAL
RECORDS
RECORD VERIFIED
94 APR 20 PM 3:41
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

4

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE SERENOA COMMUNITY ASSOCIATION, INC.**

WHEREAS, the original Articles of Incorporation of The Serenoa Community Association, Inc. were filed with the Florida Department of State on November 3, 1988, and were amended and restated on January 8, 1998, and

WHEREAS, the entire Board of Directors approved these Amended and Restated Articles of Incorporation, including amendments, at a duly noticed Board meeting held on March 18, 2019, and

WHEREAS, it is not necessary for the membership of the Association to approve amendments to the Articles of Incorporation, and

WHEREAS, the number of Board member votes cast for the amendments was sufficient for approval under the corporation documents and applicable law.

NOW THEREFORE, the following are adopted as the Amended and Restated Articles of Incorporation of The Serenoa Community Association, Inc.

**ARTICLE I
NAME OF CORPORATION AND MAILING ADDRESS**

The name of this corporation shall be The Serenoa Community Association, Inc., hereinafter referred to as Association. The address of the Association shall be 7020 N. Serenoa Drive, Sarasota, Florida 34241. The Directors of the Association may change the location of the principal office or mailing address from time to time.

**ARTICLE II
PURPOSES**

The general nature, objects, and purposes of the Association are as follows:

1. To administer and enforce the Declaration of Covenants and Restrictions for the Serenoa Community, as amended (Declaration), the Articles of Incorporation and Bylaws of the Association, and Rules and Regulation and other documents authorized by the Declaration.
2. To take such action as may be deemed appropriate to promote the health, safety, enjoyment, and welfare of the owners of the property within the Community.
3. To add, replace, improve, maintain, and repair common areas within the Community for the benefit of the members of the Association.
4. To operate without profit and for the sole and exclusive benefit of its members.

**ARTICLE III
POWERS**

The Association shall have powers and privileges granted to a corporation not for profit under the laws of the State of Florida, all the powers and privileges of a homeowner association under Chapter 720, Florida Statutes, and all powers reasonably necessary to implement and effectuate the purposes of the Association, except as may be limited or otherwise provided by these Articles or the Declaration.

**ARTICLE IV
MEMBERS**

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Bylaws and Declaration.

ARTICLE V DIRECTORS

A Board of Directors shall manage the affairs of the Association. The qualifications, method of election, and powers of the Board of Directors shall be as set forth in the Bylaws.

ARTICLE VI OFFICERS

The officers designated in the Bylaws shall administer the affairs of the Association.

ARTICLE VII BYLAWS

The Bylaws may be altered, amended, or rescinded by the Board of Directors in the manner provided by such Bylaws.

ARTICLE VIII INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a director, officer or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceedings, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that the person did not act in good faith, nor in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that the person had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the membership, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by Florida law.

2 Advances. Expenses incurred in defending an administrative, civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member to repay such amount unless it shall ultimately be determined that the person is entitled to be indemnified by the Association as authorized herein, or as otherwise permitted by law.

3. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

4. Insurance. The Association shall purchase and maintain adequate insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against such persons and incurred by such persons in any such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article. Notwithstanding anything in this Article to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

ARTICLE IX AMENDMENT TO ARTICLES OF INCORPORATION

Amendments to these Articles 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 Board meeting at which the proposed amendment is considered.
- B. A resolution for the adoption of a proposed amendment may be proposed by not less than three (3) of the seven (7) Board members.
- C. Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by vote of not less than five (5) of the seven (7) Board members.
- D. An amendment shall become effective upon filing with the Secretary of State, Division of Corporations, and recording a copy in the Public Records of Sarasota County, Florida.

ARTICLE X TERM


The term of the Association shall be perpetual.

ARTICLE XI REGISTERED AGENT AND ADDRESS

The Association has appointed Chad M. McClenathen, P. A., 783 S. Orange Ave., Suite 210, Sarasota, Florida 34236 as its registered agent and registered address under the laws of the State of Florida. The Board may change the registered agent and registered office from time to time as permitted by law.


The recitals set forth in these Amended and Restated Articles of Incorporation are true and correct and are certified as such by the Board of Directors on this 21st day of October, 2019.

The Serenoa Community Association, Inc.


By: Kent Sheanshang, President

Acceptance of Duties as Registered Agent

Having been named as registered agent and to accept service of process for The Serenoa Community Association, Inc., I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the duties and responsibilities of my position as registered agent.


Chad M. McClenathen, P. A.
By: Chad M. McClenathen, President
783 S. Orange Ave., Suite 210
Sarasota, Florida 34236

Date Oct 29, 2019

**Substantial revision of Bylaws.
See current Bylaws for present text.**

**AMENDED AND RESTATED BYLAWS
OF
THE SERENOA COMMUNITY ASSOCIATION, INC.**

WHEREAS, The Serenoa Community Association, Inc. (Association) is the not-for-profit corporation in charge of the operation and control of a residential Community known as Serenoa, according to the Declaration of Covenants and Restrictions for the Serenoa Community as recorded in Official Records Book 2252, Page 1564 et seq., as amended and restated in Official Records Book 2267, Page 2847 et seq., Public Records of Sarasota County, as amended (Declaration), and

WHEREAS, the Bylaws were last Amended and Restated in Official Records Instrument # 2013163561, 11 Pages, Public Records of Sarasota County, and

WHEREAS, it was determined that it was necessary and prudent to amend the Bylaws in order to comply with changes in the laws, improve certain provisions, and to create and record new Amended and Restated Bylaws, and

WHEREAS, the entire Board of Directors approved these Amended and Restated Bylaws, including amendments, at a duly noticed Board meeting on August 19, 2019, and

WHEREAS, it is not necessary for the membership of the Association to approve amendments to the Bylaws.

NOW THEREFORE, the following are adopted and recorded as the Amended and Restated Bylaws of The Serenoa Community Association, Inc.

1. Identity. These are the Bylaws of The Serenoa Community Association, Inc., a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering a residential Community located in Sarasota County, Florida.

2. Definitions. The terms used herein shall have the same definitions as stated in the Declaration, unless the context requires otherwise.

3. Members. The Members of the Association shall be the record Owners of legal title to the Lots.

3.1 Qualifications. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing the Member's legal title to one or more Lots.

3.2 Voting Rights: Voting Interests. The Members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of votes is equal to the total number of Lots (192). The vote allocated to a Lot is not divisible. The right of a Member to vote may be suspended by the Board for the nonpayment of any monetary obligation owed to the Association that are delinquent in excess of 90 days, in which event all quorum and voting requirements shall be adjusted accordingly based on the reduced number of voting interests until such time as the suspended voting interest(s) is reinstated. The following persons shall be authorized to cast a vote on behalf of a Lot depending on the specified ownership interests:

(a) If a Lot is owned by one natural person, that person has the right to cast the vote on behalf of the Lot.

(b) If a Lot is owned jointly by two or more persons, any of the record owners may cast the vote on behalf of the Lot.

(c) If a Lot is subject to a life estate, any of the life tenants may cast the vote on behalf of the Lot, or the holder(s) of the remainder interest may cast the vote.

(d) If a Lot is owned by a corporation, any officer of the corporation may cast the vote on behalf of the Lot.

(e) If a Unit is owned by a partnership, any general partner may cast the vote on behalf of the Unit.

(f) If a Lot is owned by a limited liability company, any member or managing member may cast the vote on behalf of the Lot.

(g) If a Lot is owned by a trustee(s), the vote for the Lot may be cast by any trustee of the trust, or by any grantor or beneficiary of the trust provided the grantor or beneficiary occupies the Lot.

(h) A guardian, personal representative or other person designated in a legal proceeding to act on behalf of the Lot or Lot Owner.

In a situation where two or more persons are authorized to cast a vote on behalf of a Lot, it shall be presumed that the person casting the vote has the consent of all such persons. In the event the persons who are authorized to vote on behalf of a Lot do not agree among themselves how their one vote shall be cast, that vote shall not be counted.

3.3 Approval or Disapproval of Matters. Whenever the decision of a Lot Owner is required upon any matter, whether or not the subject of a Association meeting, such decision may be expressed by any person authorized to cast the vote of such Lot at an Association meeting as stated in Section 3.2, unless the joinder of all Owners is specifically required.

3.4 Termination of Membership. The termination of Membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Community during the period of Membership, nor does it impair any rights or remedies which the Association may have against any former Member arising out of or in any way connected with such Membership and the covenants and obligations incident thereto.

4. Members' Meetings: Voting.

4.1 Annual Meeting. The annual Members' meeting shall be held in Sarasota County prior to March 1 of each year, at the place and at the time determined by the Board. The President, Secretary, or a majority of the Board shall have the authority to place an item on the agenda for the annual or special Membership meetings. The purpose of the annual meeting shall be to elect Directors and to transact any other business authorized to be transacted by the Members.

4.2 Special Meetings. Special Members' meetings shall be held in Sarasota County and may be called by the President, Secretary, or by a majority of the Board of Directors, and must be called by the Board upon receipt of a written request from twenty percent (20%) of the Voting Interests. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

- 4.3 Notice of Meeting: Waiver of Notice. Notice of a meeting of Members shall state the time, place, date, and the purpose(s) for which the meeting is called. The notice shall include an agenda. The notice of any Members' meeting shall be provided to every Member of record as of the date of delivery of meeting packages by one of the following methods: (1) mailed postpaid and correctly addressed to the Member's address shown in the current records of the Association, and if different, also to the mailing address listed for the Lot on the website of the Sarasota County Property Appraiser, or (2) be hand delivered to the Member who must in that event sign a receipt, or (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the Member has consented to receive notice. Each Member bears the responsibility of notifying the Association of any change of address. Consent by a Member to receive notice by electronic transmission shall be revocable by the Member by written notice to the Association. The delivery of the notice by any of the alternative methods shall be affected not less than fourteen (14) days prior to the date of the meeting. Notice must also be posted continuously at the Community for not less than 14 days before the meeting. Proof of notice shall be by affidavit retained as an official record.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Member shall constitute such Member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 4.4 Quorum. A quorum at Members' meetings shall be obtained by the presence, either in person or by proxy, of persons entitled to cast thirty (30%) percent of the voting interests.
- 4.5 Majority Vote. The acts approved by a majority of the Voting Interests participating at a meeting at which a quorum shall have been attained shall be binding upon all Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws.
- 4.6 Voting and Proxies. Votes may be cast in person, by proxy, or via online voting, if applicable. Any references in the Documents to vote requirements based on participating Members shall include votes cast via online voting as may be implemented by the Board in accordance with the Homeowners' Association Act.

A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Lot and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a Lot as set forth in Section 3.2 of these Bylaws, or a spouse or domestic partner of an eligible voter. For purposes of these Bylaws, a "domestic partner" which shall mean a person who resides with and has a personal relationship with the Member and is designated by the Member as such.

An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, or equivalent reproduction of a proxy is a sufficient proxy. Members may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Member's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

Attendance at Membership meetings is limited to Members, Board members, persons holding one or more proxies in accordance with these Bylaws, and persons invited by the Board to attend a meeting, including but not limited to, management personnel, counsel to the Association, accountants, engineers and other professionals. A Member may not invite any person to attend a meeting and may not use a general or special power of attorney for purposes of attempting to authorize a non-Member to attend a Membership, committee or Board meeting of the Association.

4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present in person or by proxy may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.

4.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

- (a) Call to order by President;
- (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a Member or a Director);
- (c) Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the Members represented in person, by proxy;
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;
- (f) Reports of officers;
- (g) Reports of committees;
- (h) Appointment of inspectors of election;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Member comments;
- (m) Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson.

4.9 Minutes of Meeting. Draft minutes for each meeting must be prepared no later than thirty (30) days after the meeting date and shall be considered for approval at the next Membership meeting. Until adopted by the Members, the minutes shall be marked "Draft". The minutes of all meetings of the Membership shall be kept available for inspection by Members or their authorized representatives at any reasonable time.

- 4.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, provided the Association provides a letter or similar communication to each Member that explains the proposed action. The communication shall include a form of consent to permit each Member to approve or disapprove the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice, and without a vote at a Membership meeting, provided written consents describing and approving the action so taken shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote on such action were present and voted. If the requisite number of written consents are received by the Secretary within ninety (90) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the Members at a meeting of the Members. Within thirty (30) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

5. Board of Directors.

- 5.1 Number and Tenure. The affairs of the Association shall be governed by a Board of not less than three or more than nine Directors and shall be fixed at seven (7) members until changed by adoption of a Membership resolution. All Directors shall be elected to two-year terms, provided however, that either the Board or the Membership shall have the authority to temporarily assign a one year term to one or more Director positions if necessary to reimplement a scheme of staggering the Board, to promote continuity of leadership, so that approximately one-half of the Board members are elected each year.
- 5.2 Qualifications. Every Director must be at least 18 years of age and a Member, or a spouse or domestic partner of an eligible voter. No more than one person from a Lot may serve on the Board at the same time. A person who is delinquent in the payment of any monetary obligation to the Association on the day that they could last nominate himself or be nominated for the Board may not seek election to the Board, and his name shall not be listed on the ballot.
- 5.3 Election of Directors. The following procedures shall apply to the election of Directors:
- A. The Board may appoint a Nominating Committee at least ninety (90) days prior to each annual meeting of the Members. The committee shall nominate or recommend persons for election to the Board, and shall generally recruit and encourage eligible persons to run as candidates for election to the Board.
- B. Not less than sixty (60) days before a scheduled election, the Association shall mail, deliver or electronically transmit to each Member entitled to vote, a first notice of the date of the election. Any eligible person desiring to be a candidate may submit a self-nomination, in writing to the Nominating Committee not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot with any persons nominated by the Nominating Committee.
- C. The ballot prepared for the Annual meeting shall list all Director candidates in alphabetical order by surname. The ballots shall be secret ballots and the

Association shall utilize a double envelope system to ensure secrecy, or the equivalent via on-line balloting. Ballots shall be delivered to all Members with notice of the Annual meeting and may be returned to the Association prior to the meeting, cast at the meeting, or cast online in the event the Association has implemented online voting.

D. No additional nominations shall be accepted from the floor on the date of the election.

E. The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.

F. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies: the candidates shall automatically be elected and their names announced at the Annual meeting.

5.4 Vacancies on the Board. A person serving as a Board member who becomes more than ninety (90) days delinquent in the payment of any monetary obligation to the Association shall be deemed to have abandoned their seat on the Board, creating a vacancy on the Board to be filled under this provision. If the office of any Director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

(a) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.

(b) If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Department of Business and Professional Regulation, governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall but prior to the designation of successor Directors sufficient to constitute a quorum.

5.5 Removal of Directors. Any or all Directors may be removed with or without cause by a majority of the Voting Interests of the entire Membership. The question shall be determined separately as to each Director sought to be removed. All recall proceedings shall be in accordance with the provisions of Section 720.303(10), Florida Statutes.

5.6 Organizational Meeting. An organizational meeting of the Board shall be held within ten (10) days of each Annual meeting at such place and time as shall be fixed by the Directors. Notice of the organizational meeting shall be posted at the designated location at the Community at least forty-eight (48) continuous hours in advance of the meeting.

5.7 Regular Meetings. Regular meetings of the Board shall be held in Sarasota County at such times as shall be determined by a majority of the Directors, but in no event less frequently than quarterly. The President, Secretary, or two (2) of the Directors shall have the authority to place an item on the agenda for any regular board meeting. Except for meetings with 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, and meetings of the Board to discuss personnel matters, all meetings of the Board shall be open to all Members who may participate in accordance with the written policy established by the Board. Notice of such meetings shall be posted at the Community at least forty-eight (48) continuous hours in advance for the attention of the Members, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Board. All notices shall include an agenda for all known substantive matters to be discussed. Written notice of any meeting at which the Annual budget or a Special Assessment will be considered shall be provided to the Members via one of the methods set forth in Section 4.3 of these Bylaws and posted at the Community not less than fourteen (14) continuous days prior to the meeting. The notice shall state the nature, estimated cost, and description of each purpose to be funded by a Special Assessment. Evidence of compliance with this 14-day notice shall be by affidavit filed among the official records of the Association.

Attendance at Board meetings is limited to Members, Board members, and persons invited by the Board to attend a meeting, including but not limited to, management personnel, counsel to the Association, accountants, engineers and other professionals. A Member may not invite any person to attend a Board meeting and may not use a general or special power of attorney for purposes of attempting to authorize a non-Member to attend a Membership, committee or Board meeting.

- 5.8 Special Meetings. Special meetings of the Board shall be held in Sarasota County and may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of two (2) of the Directors. The President, Secretary, or two (2) of the Directors shall have the authority to place an item on the agenda for a special board meeting. Special meetings of the Board shall be noticed and conducted in the same manner as provided herein for regular meetings. Members representing not less than twenty (20%) percent of the total voting interests may petition for an item of business to be discussed at a Board meeting.
- 5.9 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to Board Members by telephone or one of the methods set forth in Section 4.3 of these Bylaws, which notice shall state the time, place, and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 5.10 Quorum. Except as provided in Section 5.4 hereof, a quorum at Directors' meetings shall consist of a majority of the entire Board participating in person or via conference phone call or other electronic participation. 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, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws. Directors may not vote by proxy. Directors may vote by secret ballot for the election of officers. At all other times, a vote or abstention for each Director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.
- 5.11 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to

time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

5.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings, as applicable, shall be:

- (a) Call to order by President;
- (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a Member or a Director);
- (c) Proof of due notice of meeting;
- (d) Calling of the roll and determination of a quorum;
- (e) Reading and disposal of any unapproved minutes;
- (f) Report of officers and committees;
- (g) Election of officers;
- (h) Unfinished business;
- (i) New business;
- (j) Member comments;
- (k) Adjournment.

Such order may be waived in whole or in part by direction of the President or the presiding officer.

5.14 Minutes of Meetings. Draft minutes for each meeting must be prepared no later than thirty (30) days after the meeting date and shall be considered for approval at the next Board meeting. Until adopted by the Board, the minutes shall be marked "Draft". The minutes of all meetings of the Board shall be kept in a book available for inspection by Members, or their authorized representatives, at any reasonable time. Minutes prepared for a closed Board meeting shall be redacted to block out non-accessible information listed in Section 720.303(5)(c), Florida Statutes.

6. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Community and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the Owners. Such powers and duties of the Board shall include the following:

- (a) Operating and maintaining the Common Areas, including surface water and drainage facilities and systems.

- (b) Determining the Common Expenses required for the operation of the Community and the Association.
- (c) Collecting the Assessments for Common Expenses from Owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas.
- (e) Adopting and amending Rules and Regulations concerning the operation and use of the Common Areas and the operations of the Association.
- (f) Maintaining accounts at depositories on behalf of the Association and designating the signatories.
- (g) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (h) Enforcing obligations of the Owners.
- (i) Upon the approval of not less than two-thirds of the entire Board, borrowing money, pledging regular or special assessments as collateral, and assigning rights of collection to the lender in the event of a default under the loan, when required in connection with the operation of the Association or the maintenance, repair, replacement or improvement of the Common Areas; provided, however, that approval by not less than a majority of the voting interests of those Members who are present in person or by proxy at a duly noticed and convened Membership meeting shall be required for the borrowing of any sum in excess of ten (10%) percent of the Annual budget of the Association, including any reserve funding included in the budget for the year.
- (j) Levying fines against Owners for violations of the Documents. The Board may levy a fine against an Owner, not to exceed \$100.00 for each violation by the Owner, or his or her tenants, guests, invitees, occupants, or licensees, and a separate fine for each day of a continued violation. The total aggregate fines for violations of each separate matter may not exceed \$2,500.00. There shall be no maximum aggregate when computing total fines levied for multiple matters.

Written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the imposition of the initial fine. 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. The Board shall have the authority to adopt rules, regulations, and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the governing documents that have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved

and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of no less than three (3) Members appointed by the Board (Hearing Committee), none of whom may then be serving as a Director, officer, or employee of the Association, or be a spouse, parent, child, brother, or sister of an officer, Director, or employee. In no event shall more than one person from the same Lot be appointed to the Hearing Committee, and no person from a Lot may be appointed if another representative of that Lot is then serving on the Board.

If the Hearing Committee, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be imposed 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 Hearing Committee, by majority vote, which may be taken by secret ballot, determines to approve the levy of a fine, the fine shall be imposed. Pursuant to Section 720.305(2)(b), Florida Statutes, the fine shall be due five (5) days after the date of the Hearing Committee meeting at which the fine was imposed. Notice of the levy and due date of the fine shall be reduced to writing and delivered to the owners of record. In the event the Owners fail to pay all fines within the stated deadline, the Association shall have the right to file a lien against a Lot in the event the total amount of fines is \$1,000 or more. The Association shall have the right to seek a personal money judgment and/or foreclose its lien. The Owner shall be liable for all attorney fees and costs incurred by the Association incident to the levy and collection of the fine, including foreclosure of the lien, if applicable. 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 Committee meeting shall contain a statement of the results of the hearing, and the fine, if any, that was imposed.

- (k) Suspend, for a reasonable period of time, the right of an Owner, or an Owner's tenants, guests, invitees, occupants, or licensees, to use the Common Areas, common facilities, or any other Association property, for failure to comply with the governing documents, including the suspension of the right to use a transponder or remote control to enter gates at the Community, provided that no suspension shall prohibit an Owner or tenant from having vehicular and pedestrian ingress to and egress from a Lot, including but not limited to, the right to park a motor vehicle.

The due process requirements, including the right to a hearing before the Hearing Committee, as set forth above in subsection 'j' as to fining, shall be applicable to suspensions under this subsection 'k'.

The due process requirements provided herein for suspensions shall not apply to suspensions of voting rights or use rights due to an Owner being more than 90 days delinquent in paying any monetary obligation to the Association, which may be imposed by action at a duly noticed Board meeting. Upon approval, the Association shall notify the Owner and, if applicable, the Lot's tenants, guests, invitees, occupants, or licensees by mail or hand delivery.

- (l) Contracting for the maintenance of the Common Areas, and management services. All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain at least two competitive bids for any contract which requires payment exceeding ten (10%) percent of the total Annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants,

architects, engineers, or landscape architects), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the County serving the Association. The Board need not accept the lowest bid.

- (m) Exercising (i) all powers specifically set forth in the Documents (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.
- (n) Convey a portion of the Common Areas to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

7. Emergency Board Powers.

In the event of any "emergency" as defined in Section 7(g) below, the Board may exercise the emergency powers described in this section, and any other emergency powers authorized by Section 720.316, Florida Statutes, as amended from time to time.

- (a) For purposes of this Section only, an "emergency" exists only during a period of time that the Community, or the immediate geographic area in which the Community is located, is subjected to:
 - (1) a state of emergency declared by local civil or law enforcement authorities;
 - (2) a hurricane warning;
 - (3) a partial or complete evacuation order;
 - (4) federal or state "disaster area" status; or
 - (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Community, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive quality.

- (b) The Board may name as assistant officers persons, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (c) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (d) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum. Notice of such meetings shall also be posted at the Community, if possible, as soon as practicable after the need for emergency meeting is known to the Association.

- (e) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.
- (f) Any officer, Director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (g) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

8. Officers.

- 8.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer, and a Secretary. All officers shall be Board members. All officers shall be elected by the Board and may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one (1) office, except that the President may not also be the Secretary or Treasurer. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 8.2 President. The President shall be the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of a homeowner association.
- 8.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of a homeowner association and as may be required by the Directors or the President.
- 8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members, shall attend to the giving of all notices to the Members and Directors and other notices required by law, shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of a homeowner association and as may be required by the Directors or the President.
- 8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board upon request and in no event less than quarterly and shall perform all other duties incident to the office of treasurer of a homeowner association and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.
- 8.6 Delegation. The Board may delegate any or all of the functions of the Secretary or Treasurer to an agent, committee or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of such functions.

9. Committees

- 9.1 Standing Committees. Annually, the President, with the approval of the Board, shall designate the chairperson of each of the Standing Committees set forth below. The President may also appoint the other members of each Standing Committee or may choose to allow the chairperson of one or more Standing Committees to appoint the other members of the Standing Committee.

Architectural Review Committee
Finance Committee
Hearing Committee
Landscape Committee

The chairperson of each of the Standing Committees shall be a Member of the Association. All members of the Hearing Committee shall be Members of the Association. Other Committee members may but do not have to be Members. The Standing Committees chairpersons, and all other members of each Standing Committee, shall serve at the pleasure of the Board and may be removed by the Board at any time.

The chairperson of the Finance Committee shall be the Treasurer of the Association. If the Chairperson of any other Standing Committee is not a director, a director shall be named as a member of that Standing Committee and that person shall serve as a liaison to the Board, provided that no director shall be a member of the Hearing Committee.

- 9.2 Roles of Standing Committees. The Standing Committees shall formulate programs and policies and submit them with recommendations to the Board for approval. Except for the Architectural Review Committee and the Hearing Committee, each Standing Committee shall act as a consultant and adviser to the Board but may not act on behalf of the Association or bind it to any actions. The Standing Committees, and in particular the Finance Committee, shall have the authority to undertake ministerial activities under the direction of the officers.
- 9.3 Architectural Review Committee. The Architectural Review Committee shall recommend the promulgation or modification of Architectural Guidelines, receive, handle and act upon Owner requests for alterations, modifications, and other improvements to Lots, and generally act to maintain the high standards of construction and architecture, including landscaping, in the Community. The Architectural Review Committee may take final action on behalf of the Association on Owner requests, as provided in the Declaration, but in no event shall the Architectural Review Committee approve an application that is not consistent with the Documents.
- 9.4 Finance Committee. The Finance Committee shall in general supervise, direct and control all matters pertaining to the Association finances including, but not limited to, the structure of the investment portfolio, an evaluation of the Reserve Study and the adequacy of the reserve calculations and balances, the preparation of the Annual operating budget for approval by the Board, preparations of current reports for the Board of the Association's financial condition and the issuance to Members of an Annual operating statement. The Finance Committee shall have the powers, with the approval of the Board, to direct the Association to employ, at the expense of the Association, such clerical aid and assistance as may be necessary to handle the accounts.

- 9.5 Hearing Committee. The Hearing Committee shall hold and conduct hearings as may be necessary from time to time under the provisions of Section 6(j) and (k) of these Bylaws.
- 9.6 Landscape Committee. The Landscape Committee shall schedule, implement and review work done to ensure the appropriate Common Areas are kept in good condition and in keeping with the overall aesthetics.
- 9.7 Ad Hoc Committees. The President, subject to approval by the Board, may (i) appoint or terminate Ad Hoc Committees, (ii) determine the powers and composition of the committee and the terms of committee chairpersons and members, and (iii) replace committee chairperson and members at any time, with or without cause.
- 9.8 Powers of Ad Hoc Committees. The several Ad Hoc Committees shall act only as advisory committees and the individual members thereof shall have no power or authority to act on behalf of the Board.
- 9.12 Committee Meeting Requirements. The Architectural Review Committee, the Hearing Committee, and any other Committee authorized and prepared to make a final decision regarding the expenditure of association funds, shall conduct their affairs in the same manner as provided in these Bylaws for Board meetings. All other committees may meet and conduct their affairs in private without prior notice or Member participation. Notwithstanding any other law or documentary provision, 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, and committee meetings held for the purpose of discussing personnel matters.
10. Compensation. Neither Directors nor officers shall receive compensation for their services as such, nor shall a Director or officer contract, directly or indirectly, to provide goods or services to the Association.
11. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer, or the occurrence of any other event that would make a Director or officer ineligible to serve in that capacity, shall constitute a resignation of such Director or officer without need for a written resignation. Any officer or Director delinquent in the payment of any monetary obligation to the Association in excess of 90 days shall constitute a resignation of such Director or officer without need for a written resignation. The unexcused absence from three (3) consecutive Board meetings shall also constitute a resignation of such Director without need for a written resignation.
12. Fiscal Matters. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following:
- 12.1 Budget. The Board shall prepare and approve an Annual budget of Common Expense for the Community prior to the year to which the budget applies. The Assessments payable under the budget shall be due and payable annually, or otherwise as determined from time to time in the discretion of the Board. If an Annual budget has not been adopted by the first of the year, it shall be presumed that the annual Assessment is the same as the prior year. Within a reasonable period of time after adoption of the budget, a copy thereof shall be furnished to each Member. In lieu of the distribution of the budget as provided herein, the Association may mail or deliver to each Member within the same timeframe a notice that a copy

of the budget will be distributed to the Member, without charge, upon receipt of a written request from the Member.

- 12.2 Reserves. The Board may establish one or more reserve accounts for deferred maintenance and capital improvements. Funding formulas for reserves shall be based on either a separate analysis of each of the required assets, or a pooled analysis of two or more of the required assets, in the reasonable discretion of the Board.
- 12.3 Special Assessments. Special Assessments may be levied by the Board to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments are due on the day specified in the resolution approving such Assessments. The notice of any Board meeting at which a Special Assessment will be considered shall be given as provided in Section 5.7 above; and the notice to the Members that the Assessment has been levied must contain a statement of the purpose(s) of the Assessment. The funds collected must be spent for the stated purpose(s) or returned to the Owners as provided by law. All Special Assessments shall be secured by a lien in the same manner as regular Assessments per the Declaration.
- 12.4 Insurance or Fidelity Bonds. The President, Vice-President, Secretary and Treasurer, and all other Persons who are authorized to disburse Association funds, shall be insured or bonded in such amounts as may be required by law or otherwise determined by the Board. The premium on such insurance or bonds is a Common Expense.
- 12.5 Financial Reports. The Board shall, as a minimal requirement, prepare a report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board must if required by law and not waived by the Membership, and may otherwise in their discretion, engage a CPA and have a more comprehensive analysis accomplished. The annual financial report shall be provided to each Member not later than June 1 of each year. In lieu of the distribution of financial reports as provided herein, the Association may provide each Member not later than June 1 a notice that a copy of the financial report will be provided to the Member, without charge, upon receipt of a written request from the Member.
- 12.6 Fiscal Year. The fiscal year for the Association shall be the calendar year. The Board may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.
- 12.7 Depository. The funds of the Association shall be deposited in such accounts as shall be designated from time to time by the Board. Association funds must be deposited in accounts that are insured by the FDIC. Only persons authorized by the Board shall make withdrawal or transfers of monies from those accounts. All funds shall be maintained separately in the Association's name.
13. Roster of Lot Owners. The Association shall maintain a list of Owners and their addresses. Only Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence of their ownership interest in a Lot and shall waive in writing notice of such meeting.
14. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, the Declaration, the Articles, these Bylaws, or Rules and Regulations adopted from time to time by the Board to regulate the participation of Members at Board, Membership and committee meetings, and to otherwise

provide for orderly corporate operations, provided however, failure to comply with Roberts' Rules shall not invalidate otherwise valid acts.

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

15.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

15.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board, or by not less than 20% of the voting interests of the Association.

15.3 Approval. Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved by not less than a majority of the voting interests of the Members participating in person or by proxy at a duly noticed and convened Membership meeting.

15.4 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 the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County.

15.5 Amendments by Board. The Board, by a majority vote of the entire Board, may effect an amendment to the Bylaws in any of the following circumstances:

(a) To bring the Bylaws into compliance with the provisions of subsequently enacted laws, rules or regulations adopted by governmental authority which, in the opinion of counsel for the Association, are reasonably likely to be applicable to the Association.

(b) If the Board determines that as a result of new, changing or evolving technology, materials, procedures, devices or standards the Bylaws should be amended to take cognizance of such matters so that the overall intent of the Documents shall not be frustrated by changing circumstances.

(c) If the Board determines, in the reasonable exercise of its judgment, that there is a scrivener's error or other error or omission that results in an ambiguity, inconsistency or an incomplete provision, or if experience with a particular provision results in an ambiguity with respect to the practical application of such provision.

Provided, however, that no Board adopted amendment to the Bylaws pursuant to this Section shall go into effect until not fewer than sixty (60) days' notice of the amendment shall have been given to the Members. If, during the time between the giving of such notice and the proposed effective date stated therein, Members having not less than ten (10%) percent of all voting interests request in writing that a meeting of the Members be called, then and in such event, the Board shall call such meeting promptly, the purpose of which meeting shall be to determine whether or not the amendment adopted by the Board shall go into effect. Effectiveness of any amendment shall be suspended until the end of such meeting. At such meeting if a quorum is obtained, not less than two-thirds of the voting interests participating in person or by proxy, may determine that the amendment adopted by the Board, or any part thereof, shall not be effective. If a quorum is not obtained at such meeting, or if at such meeting there is no two-thirds vote against such amendment, then the amendment shall go into effect at the later of the date specified in the notice, or the conclusion of such meeting. Thirty (30) days after the certificate of any amendment adopted by the Board pursuant hereto is recorded in the Public Records, the authority of the Board to adopt such amendment shall be conclusively presumed,

shall be binding upon all Owners, and may not be challenged in any court proceeding or otherwise.

16. Rules and Regulations. The Board may, from time to time, adopt, amend, or add to Rules and Regulations governing the use of Common Areas, and the operation of the Association. However, any Board-promulgated Rule and Regulation may be rescinded or amended upon the vote of not less than two-thirds of the Voting Interests of the Members participating in person or by proxy at a duly noticed and convened Membership meeting. Copies of adopted, amended or additional Rules and Regulations shall be furnished by the Board to each Member not less than thirty (30) days prior to the effective date thereof, and shall be valid and enforceable notwithstanding whether recorded in the public records unless recording is required under the Homeowners' Association Act.
17. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
18. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
19. Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the Rules and Regulations and Guidelines.
20. Social Activities. The Board shall have the authority to expend, in each fiscal year, not more than two (2%) percent of the Association operating budget for social activities, including without limitation, parties held for the benefit of owners, residents, and employees of the Association, get well cards, flowers, and similar social activities, all of which shall be a common expense of the Association.

In witness whereof, The Serenoa Community Association, Inc. has executed these Amended and Restated Bylaws this 23 day of August, 2019.

The Serenoa Community Association, Inc.

Kent Sheanshang, President
By: Kent Sheanshang, President