

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

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promulgate, adopt, and approve additional Rules and Regulations from time to time, and any Rule or Regulation may be rescinded or repealed at any time by a majority of the Board concurring.

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

## **Section I General Provisions**

1. Any violation of these Rules and Regulations shall be reported to either the President or any member of the Board of Directors by signed letter or email, or the Board as a whole at a Board meeting. No anonymous reports of violations will be accepted. Any such report must include the name and address (if known) of the alleged violator, the date and time of

the violation, the nature of the violation, and any other information that may be useful to the Board.

2. Should the President or other Board members be notified of a violation of these Rules and Regulations, they shall bring this matter to the attention of the full Board by written notice to the other members of the Board. The President shall decide whether the alleged violation requires action at a Board meeting or can be handled in a more informal manner (letter, direct contact, etc.). If a meeting of the Board is necessary to deal with this alleged violation it will be an agenda item and the alleged violator shall be given notice of this meeting and offered the opportunity to appear and be heard. The Board will decide the matter by majority vote and all discussion will be open. Any vote on the alleged violation shall be final and binding on the Board. The Board shall decide the nature of the remedy, legal or equitable, and any penalty or fine as may be assessed by majority vote. The Board shall have the power to enforce any remedy or penalty assessed by any legal means available to the Board, such means to include enforcement at law or in equity or any other manner approved by the Board by majority vote.

A penalty may be a fine, another form of monetary assessment, an assessment for damages, restitution, repairs, restoration, or any other monetary levy, an order for equitable relief, or any other penalty deemed appropriate by a majority vote of the Board.

If a fine is to be assessed, it may not be imposed without at least 14 days' notice to the alleged violator sought to be fined and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the association, or

the spouse, parent, child, brother, or sister of an officer, director, or employee. No written notice or hearing shall be necessary for the levy of a separate fine for continued violations if substantially similar to the initial violation for which notice and a hearing was provided. If the committee, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied and the Association shall not collect from the owner any costs, expenses, or attorney fees relating to the attempt to levy a fine. If the committee, by majority vote, which may be taken by secret ballot, determines to levy a fine, the owner shall be liable for all attorney fees and costs incurred by the Association incident to the levy or collection of the fine. Any partial payments received by the Association shall be first applied against attorney fees, then costs, then the unpaid fines. The minutes of the hearing shall contain a statement of the results of the hearing, and the fine, if any, that was imposed. If the association imposes a fine, the association must provide written notice of such fine by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

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

## **Section II**

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

1. The speed limit within Serenoa Lakes is 19 miles per hour (30 kilometers per hour).

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

3. All powered vehicles (including golf carts) are to obey all normal traffic laws, such as stop signs and speed limits. Minors under the age of 16 are not allowed to drive golf carts on the streets or in the Community. 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 bonafide "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 others in the Community.

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

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

6. No overnight parking shall be permitted on any road or right-of-way unless previously approved by the Board of Directors.

## **Section III**

### **Buildings and Grounds**

1. No person may enter any property owned by the SLCA without proper authorization.

2. Any person found to have damaged any property owned by the SLCA shall be liable, at a minimum, for the cost of repairs or restoration. Also, the Board may order restitution for all costs of investigation and administration of the repair or restoration.

3. Any person found to have damaged any real estate, whether owned by a member of the SLCA or by the SLCA itself, shall be liable for restitution, repairs, or restoration, or a combination of such remedies, at the discretion of the owner and for all costs of investigation and administration of all restoration and repair.

4. All improvements or changes affecting the exterior of the home require the approval of the Architectural Review Committee, as described in Article IV of the Serenoa Lakes Declaration of the Covenants and Restrictions. This includes (but is not limited to) additions, exterior paint color changes, roof/pool cage/window/lighting changes, landscape design, tree issues, and the installation of new hurricane shutters.

5. Lot owners and their guests may use the lakes located on the Common Areas for fishing, however:

- Please be respectful of individual property owners' privacy by not entering a homeowner's lot to fish without their permission.
- Lot owners and their guests must have the fishing pass in their possession when fishing in the common area lakes.
- Cast netting fishing of any kind is not permitted in our community lakes.
- No fishing is permitted in the common areas of the community lakes beginning at sunset (dusk) until sunrise (dawn) of the next day.
- No boating of any kind (boats, canoes, kayaks, etc.) Is permitted on community lakes beginning at sunset (dusk) until sunrise (dawn) of the next day.

**MANAGEMENT & ENFORCEMENT OF OUTSIDERS/TRESPASSERS**  
**FISHING AND BOATING IN OUR LAKES:**

Don McEvoy has agreed to become the lead Serenoa Lakes 'Fishing and Boating Enforcement Officer.' In addition to Don, Scott Gresham, Mike Backman, and Steve Lanser have generously offered to assist with fishing and boating management and enforcement functions.

These gentlemen will attempt to capture the identity of alleged trespassers by taking photos of their car's license plate and the alleged trespasser(s). They will approach them and notify them of their trespassing activity.

When necessary, they will contact the County Sheriff's Department at their non-emergency number 941-316-1201 to report illegal trespassing. Finally,

they will keep the Board apprised of any illegal activities and any contact with the County Sheriff's Office.

ALL Serenoa Lakes residents are encouraged to actively help by keeping an eye out for trespassers fishing in our lakes and passing any relevant information onto Don McEvoy, Scott Gresham, Mike Backman, and/or Steve Lanser. **We do not** want Serenoa Lakes residents approaching or speaking to trespassers seen in the common areas - it is best to leave that task to the above gentlemen and the County Sheriff's deputies.

**Contact Information for Serenoa Lakes Fishing Enforcement Staff (text or call them): (Note: The best option is to send all four a text to alert them)**

**Don McEvoy:** Cell: (410) 458-3755  
**Scott Gresham:** Cell: (425) 246-6542  
**Mike Backman:** Cell: (941) 702-4707  
**Steve Lanser:** Cell: (716) 548-1276

**SERENOA LAKES RESIDENT FISHING PASSES:**

New, green color, wallet-sized Serenoa Lakes Fishing Passes have been issued by the Board. Here is a sample of the new pass:

**SERENOA LAKES RESIDENTS USE ONLY  
ANDERSON/LOT #2  
7423P**

**Lot owners and their guests must have the fishing pass in their possession when fishing in the common area lakes.**

6. Yard, garage, and/or estate sales are not permitted within Serenoa Lakes. Solicitation of any kind is strictly prohibited in Serenoa Lakes.

7. No tree limb, or branch, or palm frond, shall extend lower than 10 feet over any sidewalk or 16 feet over any curb or roadway. The 16 feet clearance over our roadways is per Federal Roadway clearance standards.

8. Residents are required to control their pets at all times, using leashes when off of their property and maintain full control when on their property. **Pets cannot be left outside on their property unattended at any time.** Residents and guests are responsible for removing and disposing appropriately their pet's excrement or waste from any part of the Community.

9. Preservation of the quiet enjoyment of our community: Any work being done on the exterior of a homeowner's property or in the common areas of the community that generates excessive noise, e.g., lawn mowing, leaf blowers, power washing, construction work, roof replacement or repairs, etc. are restricted to the hours of 8 a.m. to 6 p.m. The only exception to this Rule and Regulation is emergency repairs such as storm damage, loss of power, water or electricity, damage to windows, doors, roofs, etc. that must be fixed for safety and security reasons.



## **Section IV**

### **Sale of Property**

1. Before the signing of an agreement of sale, the seller or the agent must provide the Buyer with the Sale Disclosure Summary mandated by Section 720.401, Florida Statutes. A copy of the Disclosure Summary suggested by the Association is attached for your consideration. It is recommended that you consult with your Realtor and attorney and revise as deemed appropriate. The buyer is requested to complete the Serenoa Lakes "Sale of Residence" form.,
2. Upon sale, the new homeowners are asked to complete the Serenoa Lakes Waiver form, so their contact information can be included in our Community Directory.

## **Section V**

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

1. No leases, occupancy agreements, or rentals of a residence shall be permitted unless the same is for one (1) year. Approval by the Board of Directors is required for any lease, rental, or occupancy agreement, and the owner must provide a copy of the lease or rental agreement for approval to ensure the lease term complies with the Declaration restriction. **A condition of approval for a lease by the Board is that all HOA liens, fees, penalties, and interest charges have been paid in full.** No property may be leased for more than one time in any 12 months. Both the lessee and the owner remain jointly and

severally liable for complying with all restrictions outlined in the Declaration and any Rules or Regulation of the Association. The Association may, if passed by resolution of the Board of Directors, charge a reasonable approval fee. Owners shall be responsible for providing a copy of the Association documents to all parties to any lease, occupancy, or rental agreement. In the event an owner fails to comply with these requirements, the Association may declare the lease null and void and may institute eviction proceedings, if deemed necessary. Any costs associated therewith shall be recovered against the owner.

2. If the owner allows a guest (other than family members) to occupy the home in the absence of the owner for seven (7) days or longer, the owner will so inform the Board and advise when the guest is expected to leave. The owner must give the guest current copies of the By-Laws, Covenants and Restrictions, and these Rules and Regulations.

## **Section VI**

### **Entry Gate System Operating Procedures**

The entry gate system is part of the Common Areas and is maintained by the Association as a common expense.

#### **Access Codes**

Each household is given two access codes. One code is your code which allows 24/7 access to the community. **Never give your code to outsiders, as it can create a security issue for the community.**

The other code is #9897. This is the code that you give to any service personnel or vendor for access to the community. This code only grants access from 7 am to 7 pm. There is normally no reason to have vendors entering our community outside of these hours. When needed, they can contact you via the Guest Box. Restricting them to the vendor code adds to our security.

#### **Entering Your Personal Code**

You must enter your code as #XXXX, with the X's representing your four-digit code. The system wants you to enter the number as five consecutive symbols with no delay between the # and the four-digit personal code. When you hit the # and then delay entering your four-digit number, even for a second, the code will not work.

#### **Guest Box**

When a visitor calls you using the guest box call feature on the entrance island, your phone will ring. You can grant that visitor access by pressing the "9" key on your phone. If the guest calls you from their cell phone, you cannot remotely grant them access. They must call from the guest box device.

## **Key Fob Remotes**

Small key fob remotes are available for \$35.00 each. To purchase one, contact Michael Backman at 941-702-4707. When the battery stops working, he can replace it at no charge to you. If you decide to change the battery yourself, pay attention to the polarity, as installing it backward can damage the device.

## **Programming Your Car**

We have installed an additional radio receiver at the gate. The remotes for that radio will program most in-car systems and will allow you to open the residents' gate. To maintain security, there are only two of these remotes in the community. To get your in-car system to work with the gate radio receiver, contact Michael Backman at 941-702-4707. If he is not available, then call his back up, Joe McCarthy at 941-922-3659. There is no charge to program a vehicle.

**SALE DISCLOSURE SUMMARY**  
**FOR**  
**SERENOA LAKES COMMUNITY ASSOCIATION**

1. As a purchaser of this property in this community, you will be obligated to be a member of a Homeowners Association known as Serenoa Lakes Community Association, Inc.
  
2. There are recorded restrictive Covenants governing the use and occupancy of properties in this community.
  
3. You will be obligated to pay annual homeowners association fees to the Association. These fees are subject to periodic change. The annual Maintenance and Reserve Funds fees are due on January 1st and become past due on February 1<sup>st</sup> each year. All mailed in payments must be postmarked no later than January 31<sup>st</sup> each year. Any past due payments are subject to 1.5 percent interest per month until paid, plus a one-time late fee of 5 percent of the total amount due for Maintenance and Reserve Funds fees. You will also be obligated to pay any special assessments imposed by the Association.
  
4. You may be obligated to pay special assessments to the respective municipality, county, or special district. All assessments are subject to periodic change.
  
5. Your failure to pay special assessments, or homeowners association fees levied by the Association, could result in a lien on your property.

6. The statements contained in this disclosure form are only summary in nature, and, as a prospective purchaser, you should refer to the Articles of Incorporation, the Covenants and Restrictions, the By-Laws, the Rules and Regulations, and other governing documents before purchasing the property. Many of these documents are available on our community website: [www.serenoalakes.org](http://www.serenoalakes.org).

7. These documents are matters of public record and can be obtained from the records office in Sarasota County or the Board of Directors.

# Serenoa Lakes Community Association, Inc.

## WAIVER FORM

I/We agree that the Serenoa Lakes Community Association can publish our name, address, phone numbers, and email addresses in the Serenoa Lakes Community Association Directory.

Name(s) \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

\_\_\_\_\_

Email Address(es):

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_