

AMENDED AND REINSTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE SERENOA LAKES COMMUNITY

The original Declaration of Covenants and Restrictions which were filed by the Developer, Serenoa Lakes Development, Inc. in Official Records Instrument 19999039806 in the Public Records of Sarasota County on March 24, 1999, are hereby reinstated and amended. This reinstated and amended Declaration of Covenants and Restrictions will incorporate all previous amendments to the Declaration as well as the original Declaration, except where modified as reflected by the amendment coding.

The Developer, Serenoa Lakes Development, Inc., who developed Serenoa Lakes, was granted by the Board of County Commissioners of Sarasota in accordance with and subject to the terms and provisions of Ordinance Number 97-075 the approval to develop the land. Further, developer caused to be filed at Plat Book 40, Page 31-31 F of the Public Records of Sarasota County, a Plat of Serenoa Lakes and said developer also placed covenants and restrictions upon the use of the property and all the Lots and certain Tracts therein for the mutual benefit and protection of all subsequent purchasers of Lots in the Subdivision, their heirs, successors, representatives, and assigns. Further, developer incorporated under the laws of the State of Florida a corporation not-for-profit known as SERENOA LAKES COMMUNITY ASSOCIATION, INC., which corporation was chartered for the purpose set forth in the Articles of Incorporation, and Bylaws including and without limitation the purpose of enforcing these covenants and restrictions in operating, maintaining, improving and managing the common areas for the use and enjoyment of the Lot owners in Serenoa Lakes. The property set forth and referenced in the Declaration shall be held, transferred, sold, conveyed, occupied, used and enjoyed subject to the covenants, restrictions, easements, charges and liens set forth in said Declaration of Covenants and Restrictions and same shall constitute covenants running with the title to said property.

ARTICLE I

PROPERTY SUBJECT TO THESE COVENANTS

The real property which was owned by Developer has been transferred to the Association and 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:

The Plat of Serenoa Lakes, recorded in Plat Book 40, Page 31-31F, of the public records of Sarasota County, Florida.

Said property, together with such other additional property as may be made subject to the terms of this Declaration pursuant to Article VII below, shall sometimes hereinafter be referred to as the “Subdivision.”

ARTICLE II

THE SERENOA LAKES COMMUNITY ASSOCIATION

In order to effectuate the orderly development of SERENOA LAKES and to establish, protect and preserve the quality of the Subdivision, the owners of all Lots in the Subdivision shall become members of THE SERENOA LAKES COMMUNITY ASSOCIATION, INC., hereinafter referred to as the “Community Association” or “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.

The purpose and objective of the Community 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 Subdivision, and to perform such other duties as may be assigned to it under its Articles of Incorporation and Bylaws and this Declaration of Restrictions.

The Community Association shall have the right to levy assessments for maintenance purposes and other lawful purpose and to enforce collection thereof by placing liens against Lots in this Subdivision.

ARTICLE III

BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS

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

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 a) real estate brokers and owners, and their agents, may show vacant lots and dwellings built on Lots in the Subdivision for sale or lease and b) a home business activity will be permitted so long as same is conducted via telecommunications. It is hereby expressly prohibited displaying signage or employing personnel on site, or the regular presence of customers or clients at the lot, residence or premises. This provision shall not prohibit ancillary business activities

such as a “home office” so long as such activity does not include the above prohibited practices or activities. No leases, occupancy agreements or rentals of a residence shall be permitted unless same is for a period of one (1) year. Approval by the Board of Directors is required for any lease, rental or occupancy agreement and owner must provide a copy of the lease or rental agreement for approval to ensure the lease term complies with the Declaration restriction. No property may be leased more than one time in any 12 month period. Both the lessee and the owner remain jointly and severally liable for complying with all restrictions set forth in the Declaration and any Rules or Regulation of the Association. The Association may if passed by resolution of the Board of Directors, charge an approval fee. Owners shall be responsible for providing a copy of the Association documents to any lessee or invitee. 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. 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 or exceed three (3) stories in height. Unless approved by 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. No flat roofs nor roofs have 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 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 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 over any part or all of a dwelling or any other building shall be metal. 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 and must be structurally contiguous (i.e. share a common wall) with the existing dwelling. Unless otherwise approved by 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 without approval by the Association and any other approval which may be required by Sarasota County Government officials. 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 effect drainage of any Lot or drainage of any adjacent Lots or Tracts.

3. 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 Plat of the Subdivision; (b) encroaches on any easement reserved unto or granted by Developer or the Association pursuant to the provisions of this Declaration of Restrictions or the Plat; (c) is closer than thirty (30) 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 except that Lots 1, 2, 3, 4, 40, 41, 42, 43, 56, 57, 58, 59, 66, 67, 68, 72, 73, 79, 80, 81, 89, 90, 91, & 92 may have a dwelling, building or other structure, within fifteen (15) feet of the 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 (30) feet. Notwithstanding any of the above, landscaping, terraces, patios, low platforms, or steps, decks, swimming pools and similar low, open unroofed and unscreened construction may be erected or placed 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 Association, does not interfere with the exposure, view or reasonable privacy of adjoining or facing properties; and (4) is otherwise approved by Association.

4. Garages Required. No dwelling shall be constructed on any Lot without provision for an enclosed garage adequate to house as least two large sized American automobiles. All garages must be side loading (unless Association waives this requirement) 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.

5. Antenna. There shall not be permitted or maintained any type of radio, television or other communication system upon any lot or affixed in any manner to the exterior of any structure in the Subdivision other than a satellite dish one meter in diameter or smaller, nor shall any

such antenna be permitted or maintained inside a structure which emanates or creates radio or television reception interference with any neighboring residence. The lot owner shall make every reasonable effort to conceal the satellite dish with landscape or other similar materials so as to maintain the aesthetics of the neighborhood.

6. Water and Sewer. All homes shall use and be connected to the central water and sewerage system which were made available by Developer. 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 Association and the approval of any applicable governmental authority.

7. Screening of Air Conditioner Compressors, Garbage Container and Clothes Drying Area. All garbage or trash containers must be located underground or placed within totally enclosed or screened areas. No portion of any Lot shall be used as drying or hanging area for laundry of any kind unless the area is shielded from public view 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 permanent window or wall air-conditioning units shall be permitted on any Lot. A temporary window or wall air-conditioning unit shall only be permitted during power outages which exceed a six (6) hour period and must be removed within twenty-four (24) hours of power being restored. Heating, ventilation, air-conditioning equipment, fans and pool equipment located outside a building shall be similarly screened from view and buffered by walls with 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.

8. 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 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 Association. No portion of a driveway shall be located within five (5) feet of the side line of any Lot nor within (5) feet of such line extended to the pavement of the street.

9. 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. Electrical service meters shall be

screened from view from the street.

10. 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 Association.

11. Landscaping. Not later than thirty (30) days following completion of construction of a dwelling upon a Lot, and prior to occupancy of the dwelling, such Lot shall be sodded and landscaped in accordance with a landscaping plan submitted to and approved by Association, together with house construction plans. The landscaping plan shall include a planting plan, an irrigation plan, material specifications and construction details. All plant material shall be Florida #1 or better in accordance with the Grades and Standard for Nursery Plants, State Plan Board of Florida. 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. Use of such materials are limited to 20% of the front yard landscape area coverage without approval of the Association. All lawns and landscaping shall extend to the pavement line in front of any dwelling and to 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.

12. Fences, Hedges and Walls. The composition, location and height of any fence, hedge or wall to be constructed on any Lot shall be subject to the approval of the Association's Board of Directors, who shall consider the recommendations of the Architectural Review Committee. No tree, fence, shrub, or other landscaping, other than a fence which is placed or located around heating, ventilation, air conditioning equipment, fans or pool equipment, is permitted unless an owner obtains Board approval as set forth herein. Further, no tree, fence, shrub or other landscaping which substantially obstructs the vision of drivers of motor vehicles shall be place or permitted to remain on any corner Lot.

13. Trees. No tree, the trunk of which exceeds four (4) inches in diameter at four (4) feet above natural grade, shall be cut down or otherwise destroyed without the prior consent of Association. Further, each Lot owner shall cause seven (7) canopy trees from the Association 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 Lot

owner shall also cause to be planted three (3) accent trees from the Association 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 other than Developer-planted live oak trees which are not to be counted to satisfy part of the seven canopy tree requirement. All trees planted to meet requirements shall be installed within thirty (30) days of completion of a residence on the Lot.

14. Mailboxes and Lighting. No mailbox, paperbox or other receptacle of any kind for use in 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 Association. One yard light approved by Developer as to design and location was required to be installed by owner prior to the issuance of a certificate of occupancy for his home. Said light shall be photo-operated and kept permanently in working order.

15. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.

16. 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.

17. Vehicles. No vehicle shall be parked in the Subdivision except on a paved driveway or inside a garage. No trucks or vehicles which are used for commercial purposes, other than those present on business, nor any trailers may be parked in the Subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, vans, motor homes, motorcycles, and recreational vehicles shall be permitted to be parked inside a garage and concealed from public view or outside of a residence in the Subdivision only for the purpose of loading or unloading. Any vehicle not in an operable condition may only be parked or located 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. Loading and unloading of recreational motor homes shall be limited to a forty-eight (48) hour period and shall require a minimum of seven (7) days between each occurrence. In addition, such activity is limited to two (2) times in any thirty (30) day period, unless permission for an exception is approved by the Board of Directors. Operation by residents and their guests of low-speed vehicles (whether electric or gas powered) will be permitted within Serenoa Lakes subject to the following

restrictions:

(a) Motorized vehicles weighing more than fifty (50) pounds may not be operated by unlicensed drivers in Serenoa Lakes.

(b) Operators are expected to operate their vehicles at all times in a safe manner, which is respectful of the physical well-being and property of others.

(c) Operation of vehicles is to be considered a privilege. Any individual considered by the Board of Directors to be in violation of section may have this privilege revoked at any time at the sole discretion of the Board of Directors.

(d) Violations of Section 17 may also result in fines per Article IX, Section 2 (Remedies for Violation). For such purposes, Lot Owners will be held responsible for any fines incurred as a result of actions by their children or guests.

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

19. 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) One temporary sign not exceeding four (4) square feet 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 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 occupancy by a resident.

(d) Other signs may be displayed if such signs are approved by Association as to size, design, location and content.

20. 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 Subdivision. 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 weighing more than ten (10) pounds shall be limited to three (3) and shall not be kept in a manner or to an extent as to constitute a nuisance to neighboring Lots. All pets must be kept on a leash while not on the owner's lot and no owner shall permit a pet to trespass on the lot of another owner. An owner is responsible for removing and disposing appropriately their pet's excrement or waste from any part of the Subdivision.

21. Games and Accessory Structures. 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 Association. Lighting plans for all such area shall be subject to Association approval and shall not cast light directly onto any Lot. Temporary or portable games and play structures will not be allowed unless they are in active use and same must be stored in the garage and not left outdoors. Notwithstanding the above, one permanent basketball backboard and pole shall be permitted on a Lot. The basketball backboard and pole shall be subject to the review and approval of the Architectural Review Committee pursuant to Article IV, herein and shall additionally be in accordance with the following:

- (a) The basketball backboard shall be attached to a pole which pole shall be located at least 65 feet from the road right of way. The basketball backboard shall not be attached to the residence constructed on a Lot.
- (b) The use of the basketball backboard shall be limited to 9:00 a.m. to 9:00 p.m.
- (c) The basketball backboard surface shall be all white, all black or all clear.
- (d) The color of the basketball pole and net shall be either all white or all black.
- (e) A net shall be affixed to the rim at all time
- (f) Basketball backboards and poles shall be of a permanent nature and no

temporary structures shall be permitted.

- (g) All basketball backboards and poles shall be maintained in good order and repair. If the basketball backboards are not maintained in good order and repair, in the sole discretion of the Association, the Association shall have the right to enter upon the Lot and make such corrections or modifications as it deems necessary in accordance with Article III, Section 27 herein and charge the cost thereof to the Owner.

22. 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 Plat 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 Plat. Any such Lot may be combined with 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 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 Community 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 associations shall be prorated among such other Lots on the basis of square footage. Utility easements shall be relocated so as to be contiguous to the borders of any revised lot areas.

23. 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 Subdivision. In the event of a dispute or questions as to what may be or become a nuisance, such dispute or questions shall be submitted to the Board of Directors of the Community Association which shall tender a decision in writing, and such decision shall be dispositive of such dispute or question.

24. 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 Subdivision 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; (b) between their respective Lot lines and the waters of any adjacent lakes, banks of any adjacent canals or drainage ditches. All Lot owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times.

25. Maintenance of Improvements. Lot 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.

26. Boarding up 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.

27. Maintenance and Repair by Association. In the event any owner shall fail or refuse to maintain his residence, Lot, or other improvements situated on said Lot in full compliance with the provisions of this Declaration, the Community Association under the recommendation of the Board of Directors and the Architectural Committee shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by said association or its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance effected by said association shall be chargeable to and paid by said owner to said association within thirty (30) days after submission of a bill therefore. If any such bill is not paid when due, a late charge of five percent (5%) or twenty-five (\$25.00) dollars, whichever is greater 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.

28. 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 construction debris contained in a dumpster. Construction upon the Lot shall be conducted in such manner that the Subdivision 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 the Community 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.

29. Sidewalks. The sidewalks adjoining the aforesaid private roads shall also be for the common use and enjoyment of the owners of lots within the subdivision and all members, guests, business invitees and others having the right of access to the subdivision, and as such shall be

maintained by the Community Association. Private sidewalks which serve only a residence or individual lot shall not be common property or maintained by the Community Association, but shall remain private property.

30. Golf Balls. Certain Lots border on the Serenoa Golf Course. An easement over the lawn and yard area of each of those Lots is hereby granted to all members, guests and invitees playing golf ("Golfers") on Serenoa Golf Course 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.

31. Access to Serenoa Golf Course. 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 Serenoa Golf Course, of access, entry or other use of the Golf Course or golf cart paths.

32. Garage Sales. All garage sales, whether called "moving" sales or "estate" sales, etc., which are open to the general public by way of advertising or signs, etc., are prohibited. Sales of items by appointment only are permitted.

ARTICLE IV

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 gate 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 Association. Notwithstanding this requirement, Owners are permitted as set forth in Article III, Section 12 which addresses landscaping. In keeping with Association's intent to assure to each owner in Serenoa Lakes a community of quality homes and buildings of tasteful design, Association will evaluate the plans and specifications of all proposed improvements with respect to their external design, appearance and location in relation to surrounding structures and

topography, their proposed materials and construction standards, and their general aesthetic impact. Association may, in 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, Association shall state with reasonable particularity Association's grounds for such disapproval. It is not Association's intent to impose a uniform appearance in Serenoa Lakes but rather to promote and assure architectural and aesthetic quality for the benefit of all owners in the Subdivision. Two (2) complete sets of all plans and specifications for any such improvement or structure proposed for any Lot or tract shall be submitted to and approved by Association prior to the commencement of construction or placement of such improvement. Association shall require submission of plans for the grading on 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. 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 reasonably necessary for Association to completely evaluate the proposed structure or improvement. If, following its review of the plans and specifications submitted to it, Association disapproves such plans and specifications, 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, he or she 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 Association, 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 Association. Should 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, unless approved in writing by Association. The Association may appoint an Architectural Review Committee for the purpose of receiving and reviewing matters set forth herein.

2. Variances. The Association, through its Board of Directors, has the authority to grant a variance or may allow an exception to a use restriction provided the Board deems same to be de minimus in

nature and to not allow so would result in undue hardship to an owner. Any variance is granted only on a case-by-case basis and such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Lots in the Subdivision, and the same shall remain fully enforceable against all lots located in the Subdivision other than the Lot where such variance is permitted.

3. Common Areas. Certain areas within the Subdivision have been set aside by Developer as “Common Areas” for the common use and enjoyment of owners of property within the Subdivision. These Common Areas may include (by way of illustration only) private roads, lakes, ponds, bicycle and other paths, walkways, open areas, and easements for such uses. Title to any such areas have been conveyed to the Community Association. The Community Association is obligated to properly maintain the Common Areas and pay all taxes assessed thereon.

4. Private Roads. Tract 200 of the Subdivision, as shown on the Plat, is hereby designated private Road for the common use and enjoyment of the owners of Lots within the Subdivision and all members, guests, business invitees and others having the right of access to the Subdivision. Additional Tracts may be designated as Private Roads by subsequent Plats and documents. All such Private Roads shall constitute part of the Common Areas which (except as provided in Article VI) are to be maintained by the Community Association, and shall be for the common use and enjoyment of the owner of Lots within the Subdivision. Emergency secondary access to the Subdivision exists to the south at the intersection of Pindo Boulevard and Cabbage Palm Court as required by Sarasota County Land Development Regulations and shown on the Subdivision Plat. It is understood that such access is currently for emergency vehicles only. In the event the property to the South is platted in the future, and should no access at that time be required by Sarasota County Land Development Regulations, this access may be utilized for normal vehicular and pedestrian access to such platted properties provided a majority of the membership approves said use. The sidewalks adjoining the aforesaid private roads shall also be for the common use and enjoyment of the owners of lots within the subdivision and all members, guests, business invitees and others having the right of access to the subdivision, and as such shall be maintained by the Community Association. Private sidewalks which serve only a residence or individual lot shall not be common property or maintained by the Community Association, but shall remain private property.

5. Entry Feature. The entry gate system will be part of the Common Areas and maintained by the Association as a common expense.

6. Maintenance and Usage of Common Areas. All Tracts conveyed to or for which easements are granted to the Community Association shall be maintained by said 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 restrictions, rules, and regulations as may be adopted by the Community Association. Lot owners and their guests may use the lakes located on the Common Areas for fishing and boating, subject to such rules and regulations as may be promulgated by the Community Association. Usage of the lakes may be terminated by the Community Association if the Association determines that such use interferes with the proper maintenance or functioning of the drainage or storm water management systems for the Subdivision or becomes a nuisance to anyone. Motorized personal watercraft, and by way of example only includes jet skis or waverunners, are prohibited, except for electric trolling motors. Only lot owners, their tenants, guests or invitees are permitted to use the Community Areas.

ARTICLE VI

ASSESSMENTS BY THE SERENOA LAKES COMMUNITY ASSOCIATION, INC.

1. Annual Assessments. The Community Association shall levy an annual assessment against all Lots in the Subdivision in such amounts as may be deemed appropriate by said association's Board of Directors for the management and operation of the association and for the general purposes and objectives of the association as set forth herein and in its Articles of Incorporation and Bylaws.

2. Special Assessments. Said association shall also have the right to levy special assessments from time to time against all Lots in the Subdivision in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the association's reserves are insufficient to cover expenditures for capital improvements or replacements. Any special assessment which exceeds twenty per cent (20%) of the Association's annual budget in effect at the time the assessment is proposed must be approved by a majority of the voting interests.

3. Assessments Levied Pro Rata. All assessments levied by said association, whether annual or special, shall be on the basis of one share per Lot so that each owner of a Lot shall bear an equal pro rata share of the expenses of the Community Association.

4. Assessments Against New Lots. In the event any Lot becomes subject to the terms of this Declaration subsequent to January 1 of any year, the first annual assessment shall be prorated for that year. With respect to any special assessments, only those Lots that are subject to the terms of this Declaration as of the date on which the Board of Directors of said association levies the special assessment and such special assessment shall not be charged to or be a lien against any Lot made subject to this Declaration thereafter.

5. Payment of Assessments. Procedures for the adoption of an annual budget, mailing of notices of the annual assessment, and collection of such annual assessment shall be as set forth in said association's Article of Incorporation and Bylaws. Payment of any special assessment levied by the association's Board of Directors shall be due upon not less than thirty (30) days written notice thereof on the date and in such installments as the Board of Directors may specify. Any assessment, whether annual or special, which is not paid when due shall be subject to a late charge of five percent (5%) of the assessment or twenty-five dollars,(\$25.00) whichever is greater and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law.

6. Personal Obligation of Property Owner. Every assessment shall be the personal obligation of the owner of the Lot against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid within thirty (30) days after the same is due, then the Community Association may bring suit against the owner on his personal obligation and there shall be added to the amount of such assessment the aforementioned late charge and interest and all costs incurred by said association, including reasonable attorney's fees (including those incurred for appellate proceedings), in preparation for and in bringing such action.

7. Lien Rights of the Community Association. In order to provide an additional means to enforce the collection of any annual mowing fee or other expense charged to the owner of any Lot or any annual or special assessment, the Community Association shall have a lien against each Lot in the Subdivision, together with all improvements thereon, as follows:

(a) The lien of every such fee, expense and assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, shall attach and become a charge on each Lot, and all improvements thereon, upon the recording of this Declaration.

(b) In the event any such fee, expense or assessment is not paid within thirty (30) days after the same is due, the Community Association shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida. Said lien may be enforced by said association by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event said association files a Claim of Lien against any Lot. It shall be entitled to recover from the owner of such Lot the aforesaid interest, and late charge and all costs, including reasonable attorney's fees (including attorney's fees for appellate proceedings), Incurred in preparing, filing and/or foreclosing the Claim of Lien, and all such costs, late charges, interest and fees shall be secured by said lien.

(c) It is the intent hereof that the aforesaid lien against each individual Lot shall be subordinate and inferior only to the lien of taxes and special assessments levied by the County of Sarasota or other governmental authority and to the lien of any bona fide mortgage hereafter placed upon such Lot prior to the recording of a Claim of Lien (with the sole exception of a purchase money mortgage given by a buyer to an owner-seller of such Lot); provided, however, that such subordination shall not apply to any fee, expense, or assessment which becomes due and payable after a sale or transfer of the Lot pursuant to a decree of foreclosure of such mortgage or any other proceeding or transfer in lieu of foreclosure of such mortgage.

ARTICLE VII

ADDITION OF LANDS TO BE SUBJECT TO THIS DECLARATION

From time to time hereafter, Association shall have the right, in its sole discretion, to add additional lands to those hereinabove described by instrument recorded in the Public Records of Sarasota County, Florida, subject only to the consent shown thereon of the Community Association and members as may be required and the owner of the fee simple record title of the land to be added. In the event any lands are added to those described in Article I above, all of the provisions hereof shall apply to such lands are added to those described in Article I above, all of the provisions hereof shall apply to such additional land to the same extent as they apply to the lands described in Article I.

EASEMENTS AND ENVIRONMENTAL PROVISIONS

1. Utilities and Drainage. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved unto Association over all utility and drainage easement areas shown on the Plat. Moreover, a perpetual easement fifteen (15) feet in width over and under each Lot in the Subdivision for the installation and maintenance of utilities, street lights, and drainage facilities is hereby reserved unto 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 Subdivision, for electricity, telephone, water, t.v. cable, 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 Community Association, public authority or utility company is responsible. No drainage easement, swale, canal, lake, or pond may be obstructed, filled in or altered without Association's written approval. Any walls, fences, paving, landscaping or other improvements constructed, placed or planted by a Lot owner over the easement area of his Lot may be removed by Association or its assigns if required for the installation or maintenance of improvements or facilities related to the purpose for which the easement was reserved.

2. Surface Water Management System. For the purposes of this Declaration, "Surface Water Management System" means those portions of the Subdivision designated as drainage areas, basins, drainage easements, water management tracts, canals or canal easements, wetlands, lakes and reflected on the Plat, and any amendments thereto, or are described in this Declaration, or otherwise designated by Association as any element of the "Surface Water Management System", and which shall be kept and maintained by the Community Association 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 Association, and in accordance with the requirements of all applicable governmental authorities. The Surface Water Management System and all elements thereof shall be defined and maintained consistent with the Sarasota County land Development Regulations. The boundaries of wetlands, lakes and ponds shall be subject to accretion, accretion, or other natural changes. Wetlands, lakes

and ponds shall be kept and maintained by the Community Association, 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.

3. Sarasota County Enforcement Rights. In the Event the Association, or any successor organization, shall fail to adequately maintain the Surface Water Management System in accordance with Sarasota County standards, Sarasota County shall have the right, but not the obligation, to enter the Subdivision for the purpose of maintaining the Surface Water Management System. All expenses incurred by Sarasota County in maintaining the Surface water Management System shall be assessed prorata against the Lots and shall be payable by the Owners of the Lots within 60 days after receipt of a statement therefore. If any Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Owner's Lot. The rights of Sarasota County contained in this restriction shall be in addition to any other rights Sarasota County may have in regulating the operation and development of the Subdivision.

Sarasota County shall have the right, but not the obligation to enforce issues pertinent to the Surface Water Management System by proceeding at law or in equity, including the right to prevent the violation as to any applicable drainage ordinances, the right to recover damages for any such violation, and including the right to impose and enforce assessments on behalf of the subdivision.

4. Additional Restrictions.

- (a) The Lot Owners shall not remove native vegetation that becomes established within the preserved, enhanced and mitigated wetlands or wet detention ponds abutting their property or located elsewhere in the Subdivision. Removal includes dredging, the application of herbicide and cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within areas to Southwest Florida Water Management District ("SWFWMD"), Venice Service Office and Surface Water Regulation Manager.
- (b) Each Lot Owner within the Subdivision at the time of construction of a building, residence or structure shall comply with the construction plans for the water surface management system pursuant to Chapter 40D-4, F.A.C. approved and on file with

SWFWMD.

- (c) Developer shall, after completion of the development of all lots and after the required monitoring period terminates, transfer any and all permits to the Community Association concerning the continued maintenance and repair of the improvements at SERENOA LAKES, including all improvements governed by SWFWMD and DEP permits. The Community Association shall accept the assignment and agree to abide by all applicable rules and ordinances concerning the continued maintenance and repair of any and all improvements and structures controlled by SWFWMD or any other applicable governmental agency.
- (d) The Community Association and their designees, reserves the right, in its sole discretion, to use any portion of the Common Areas serving this subdivision as necessary to perform maintenance, monitoring and other functions as may be required from time to time.
- (e) In the event of the dissolution of the Community Association, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and that if not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.
- (f) No owner of property within the subdivision may construct or maintain any building residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Venice Regulation Department.
- (g) Subject to the foregoing restrictions Lot owners having Lots bordering lakes, ponds or canals shall mow their Lots to the edge of such lake, pond or canal. Other banks or borders of storm water management areas will be maintained by the Association.
- (h) No portion of the Surface Water Management System or private roads in the subdivision shall be altered without the prior written approval of the Sarasota County Engineer or his authorized designee.
- (i) There shall be no excavating, filling, removing of vegetation (trees and understory plants) or storing of materials within the designated

preserve areas (Tracts 700-709) unless authorized by the Sarasota County Natural Sciences Division.

ARTICLE 1X

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 Subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by the Community Association or the owner of any of such Lots, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date hereof, 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 Community 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 association and recorded in the Public Records of Sarasota County. No such termination of this Declaration shall be effective unless the Community Association has made provision for the continued maintenance of the Surface Water Management System and Subdivision roads as required at that time by Sarasota County and any other applicable governmental regulations.

2. Remedies for Violation.
 - (a) The violation or breach of any condition, covenant or restriction herein contained shall give the Community Association or any Lot 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 Lot 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 Community Association. Failure by, said Association, or any Lot 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.

(b) In addition to the remedies provided herein and as may be provided from time to time by the Homeowner Association Act, Chapter 720, Florida Statutes, or other Florida law, to include but not limited to late charges, interest, and lien rights, the Board of Directors may levy reasonable fines against Owner(s), its guest(s), tenant(s) or other invitee(s) for any violation of the Association documents. The amount of the fine shall be determined by the Board, but may not exceed an amount permitted by law. No fine may be imposed unless same is approved by a majority vote of the members of the Committee appointed to decide whether to impose a proposed fine. Said Committee shall be referred to as the Fining Committee. Each day a violation continues shall be considered a separate violation and a fine may be levied on the basis of each day of a continuing violation with a single notice to the offending party as set forth herein. Unpaid fines may become a lien against the Owner's Lot, and said lien may be foreclosed as set forth in the Association documents if Florida law allows for same. The procedure for instituting a fine shall be as follows:

(1). Upon notice of an alleged violation of the Association documents, the Board shall determine by majority vote if a lot owner has violated the Association Declaration, Bylaws or Rules and Regulation. If the Board finds a violation has occurred, then the lot owner shall be sent by first class mail (not certified or registered) to the address provided in the Association records a notice of violation. The owner shall be advised of the nature of the violation and shall be granted fifteen (15) days to cure the violation and agree not to knowingly engage in the same violation in the future. Proof of such cure may be required by the Board of Directors. A total of two (2) fifteen (15) day notices shall be sent prior to the matter being referred to the Fining Committee.

(2). After the two (2) above referenced notice letters have been sent to the owner or offending party, the Board shall send a final letter which shall advise the offending party that a fine has been proposed for failure to cure the violation, the amount of the fine to the date of the letter, the method of payment, and that the offending party has the right to a hearing before a hearing panel for the purpose of mitigating the amount of the fine (but not the violation). If no response is received by the offending party requesting the hearing, then no hearing is required. If a hearing is required, the Association or Fining Committee shall provide notice of the date, time and location of the hearing. The hearing shall be conducted before at least three (3) members of the hearing panel which members shall be appointed by the Board. However, none of

the committee members may be officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee of the Association. The offending party shall have a reasonable opportunity to present evidence to the hearing panel. The Board of Directors or its agent may present evidence to the hearing panel. The decision of the hearing panel shall be final. The decision of the hearing panel shall be sent in writing to the offending party by first class mail (not certified or registered) to the address provided in the Association records.

3. Assignment by Developer. Developer has assigned all of its rights, title, interests, easements, powers, duties, obligations and privileges reserved hereunder to the Community Association, or any other corporation, association or person.
4. Sales Activities. Notwithstanding any provisions hereinabove to the contrary, until Developer has completed, sold and conveyed all of the Lots within the Subdivision, neither the owners, nor the Community Association, nor their use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots and other sales activity of Developer or Developer's agents or assigns, including those builders who are participants in Developer's Qualified Builder's Program.
5. 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.
6. Amendment. This Declaration may be amended at any time and from time to time upon approval of a majority of the members of the Community Association and upon the recordation in the Public Records of Sarasota County of an amendatory instrument certifying that such approval has been obtained, executed by the president and secretary of said association.

No amendment to this Declaration affecting the rights of Sarasota County, including amendments to provisions relating to the Surface Water Management System or private roads, shall be made without the written authorization of the Sarasota County Engineer or his authorized designee.

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