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**REVISED MAY 2020**

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# I

## **ARTICLES OF INCORPORATION**

**1988**

**ARTICLES OF INCORPORATION OF  
THE PATIO HOMES OF CHESTNUT CREEK OWNERS ASSOCIATION, INC.**

By these Articles of Incorporation, the incorporators form a corporation not for profit under Florida law.

**ARTICLE I**

**NAME OF CORPORATION**

The name of this corporation shall be THE PATIO HOMES OF CHESTNUT CREEK OWNERS ASSOCIATION, INC.

**ARTICLE II**

**DURATION**

The Corporation shall have perpetual existence.

**ARTICLE III**

**PURPOSE**

The purpose of the Corporation shall be to operate and manage the affairs and property of the development known as THE PATIO HOMES OF CHESTNUT CREEK (Patio Homes), located in Sarasota County, Florida, to be developed and constructed on the property described in Exhibit A, which is located in the CHESTNUT CREEK SUBDIVISION, and to perform all acts and assume all responsibilities incumbent upon it under the Declaration of Maintenance and Land Use Provisions for CHESTNUT CREEK, recorded in the Public Records of Sarasota County, Florida (the Declaration), as the Declaration may from time to time be amended and under the Second Supplemental Land Use Provisions for The Patio Homes of Chestnut Creek to be recorded in the Public Records of Sarasota County, Florida.

**ARTICLE IV**

**POWERS**

The Corporation shall have all of the statutory powers of a corporation not for profit, and all of the powers and duties set forth in the Declaration.

**ARTICLE V**

**MEMBERS**

The qualifications of members and the manner of their admission shall be as provided in the Declaration and regulated by the Bylaws.

## **ARTICLE VI**

### **REGISTERED OFFICE AND REGISTERED AGENT**

The initial registered office of the Corporation shall be at 3859 Bee Ridge Road, Suite 12, Sarasota, Florida 34233, and the registered agent at that address shall be David McNabb.

## **ARTICLE VII**

### **INITIAL BOARD OF DIRECTORS**

The number of persons constituting the initial Board of Directors shall be three, and their names and addresses are as follows:

<b><u>Name</u></b>	<b><u>Address</u></b>
David S. McNabb	3859 Bee Ridge Road Sarasota, Florida 34233
Richard Hamric	3859 Bee Ridge Road Sarasota, Florida 34233
Gary Emigh	3859 Bee Ridge Road Sarasota, Florida 34233

## **ARTICLE VIII**

### **INDEMNIFICATION OF OFFICERS AND DIRECTORS**

All officers and directors, present or past, shall be indemnified by the Corporation to the fullest extent permitted by law against all expenses and liabilities including attorneys' fees reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding or settlement thereof in which they may become involved as a party or otherwise by reason of holding such office. The Corporation may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers and directors or arising out of their status as such.

## **ARTICLE IX**

### **RIGHTS OF DEVELOPER**

McNABB HOMES, INC., a Florida corporation, the developer of the Patio Homes (Developer), shall have full right and authority to manage the affairs and exclusive right to elect a majority of the directors (who need not be Lot Owners) until:

- A. The Developer no longer intends to offer for sale to the public any of the lands described in Exhibit A;  
or
- B. The Developer no longer owns any of the land described in Exhibit A; whichever first occurs,

During the period Developer is in control of the Corporation, the directors shall exercise all rights that would otherwise be exercisable by the members.

**ARTICLE X**  
**INCORPORATORS**

**Name**

**Address**

David S. McNabb	3859 Bee Ridge Road, Sarasota, Florida 34233
Richard Hamric	3859 Bee Ridge Road, Sarasota, Florida 34233
Gary Emigh	3859 Bee Ridge Road, Sarasota, Florida 34233

**ARTICLE X**  
**AMENDMENTS**

Any provisions contained in these Articles of Incorporation may be amended or repealed by the Developer, while it controls the Corporation, and thereafter, by a **two-thirds** vote of all members of the Association; and all rights conferred upon the members herein are granted subject to this right.

IN WITNESS, these Articles of Incorporation have been executed by the incorporators this 4 day of October, 1988.

David McNabb

Richard Hamric

Gary Emigh

State of Florida County of Sarasota

The foregoing instrument was acknowledged before me this 4 day of October, 1988, by David McNabb, Richard Hamric and Gary Emigh.

My Commission Expires:

Edwin M. Boyer

Notary Public



## EXHIBIT A

THE PATIO HOMES OF CHESTNUT CREEK, UNIT NO. 1

A PARCEL OF LAND SITUATE IN THE SECTION 14, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF "THE VILLAS OF CHESTNUT CREEK, UNIT NO. 1" AS RECORDED IN PLAT BOOK 30, AT PAGE 13 THRU 13F PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH  $65^{\circ} 50' 08''$  WEST ALONG THE NORTHWESTERLY LINE OF SAID UNIT NO. 1, 1070.99' TO THE MOST NORTHWESTERLY CORNER OF SAID UNIT NO. 1; THENCE NORTH  $07^{\circ} 47' 41''$  WEST, 373.49'; THENCE NORTH  $22^{\circ} 55' 13''$  EAST, 50.00'; THENCE NORTH  $32^{\circ} 11' 56''$  EAST, 266.43'; THENCE NORTH  $08^{\circ} 55' 10''$  EAST, 278.66'; THENCE NORTH  $29^{\circ} 33' 20''$  EAST, 179.28' TO A POINT ON A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH  $86^{\circ} 57' 25''$  WEST, 1271.86'; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 11.28' THROUGH A CENTRAL ANGLE OF  $00^{\circ} 30' 30''$ ; THENCE NORTH  $02^{\circ} 32' 05''$  EAST, 71.54'; THENCE SOUTH  $87^{\circ} 27' 55''$  WEST, 120.00'; THENCE NORTH  $84^{\circ} 23' 45''$  EAST, 50.51' TO A POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH  $31^{\circ} 13' 13''$  EAST, 25.00'; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 12.52' THROUGH A CENTRAL ANGLE OF  $28^{\circ} 41' 07''$ ; THENCE SOUTH  $87^{\circ} 27' 55''$  EAST, 74.02' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 397.40' FOR AN ARC DISTANCE OF 37.64' THROUGH A CENTRAL ANGLE OF  $05^{\circ} 25' 34''$ ; THENCE NORTH 123.59'; THENCE NORTH  $11^{\circ} 04' 18''$  EAST, 40.21' TO A POINT ON A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH  $64^{\circ} 55' 06''$  EAST, 25.00'; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 28.33' THROUGH A CENTRAL ANGLE OF  $64^{\circ} 55' 06''$ ; THENCE EAST, 25.00' TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 39.27' THROUGH A CENTRAL ANGLE OF  $90^{\circ} 00' 00''$ ; THENCE SOUTH, 93.23' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 32.92' THROUGH A CENTRAL ANGLE OF  $75^{\circ} 27' 27''$ ; THENCE SOUTH  $77^{\circ} 52' 39''$  EAST, 24.54' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 27.58' THROUGH A CENTRAL ANGLE OF  $63^{\circ} 12' 30''$ ; THENCE SOUTH  $00^{\circ} 22' 34''$  EAST, 43.00' TO A POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH  $04^{\circ} 21' 39''$  EAST, 320.57'; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 26.50' THROUGH A CENTRAL ANGLE OF  $04^{\circ} 44' 13''$  TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 299.20' FOR AN ARC DISTANCE OF 73.22' THROUGH A CENTRAL ANGLE OF  $14^{\circ} 01' 17''$  TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 13.87' THROUGH A CENTRAL ANGLE OF  $31^{\circ} 47' 10''$ ; THENCE SOUTH  $80^{\circ} 15' 06''$  EAST, 5.061; THENCE SOUTH  $76^{\circ} 39' 42''$  EAST, 12.6627, 64' TO THE P.O.B, 681; THENCE SOUTH  $00^{\circ} 22' 34''$  EAST, CONTAINING 18.845 ACRES OF LAND MORE OR LESS.

# II

**LAND USE**

**PROVISION**

**MAY 13, 1999**



Instrument Prepared by  
Edwin M. Boyer, Esq.  
1800 SECOND St., Suite 760  
Sarasota, FL 34236

Instrument # 1999066676 51 P68  
1999 May 13 05:01 PM

**AMENDED AND RESTATED SECOND LAND USE PROVISIONS FOR THE  
PATIO HOMES OF CHESTNUT CREEK**

THESE AMENDED AND RESTATED SECOND SUPPLEMENTAL LAND USE PROVISIONS FOR THE PATIO HOMES OF CHESTNUT CREEK are entered into and made by a majority of the undersigned Owners of record of Lots within The Patio Homes of Chestnut Creek pursuant to Article VII, Section 7.2 of the Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek.

**WITNESETH:**

WHEREAS, the properties within The Patio Homes of Chestnut Creek, as described in those certain Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek, recorded in Official Records Book 2034, Pages 2557, et seq., of the Public Records of Sarasota County, Florida, are restricted pursuant to those certain Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek recorded in Official Records Book 2034, Pages 2557, et seq., of the Public Records of Sarasota County, Florida, as amended by that certain First Amendment to Second Supplemental Land Use Provisions for The Patio Homes of Chestnut Creek, recorded in Official Records Book 2153, Pages 1754, et seq., of the Public Records of Sarasota County, Florida; and as amended by that certain Second Amendment to Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek recorded in Official Records Book 2196, Pages 2172, et seq., of the Public Records of Sarasota County, Florida, and by those certain Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek Unit No. 2, recorded in Official Records Book 2153, Pages 1749, et seq., of the Public Records of Sarasota County, Florida, which submitted additional lands to the provisions of the Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek.

WHEREAS, The Patio Homes of Chestnut Creek are also part of Chestnut Creek Subdivision, all of which is subject to the provisions of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek Subdivision recorded in Official Records Book 1794, 'pages 1015-1045, of the Public Records of Sarasota County, Florida

WHEREAS, the undersigned Owners of real property located in The Patio Homes of Chestnut Creek wish to amend and restate all the restrictions contained in the Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek recorded in Official Records Book 2034, Pages 2557, et seq., of the Public Records of Sarasota County, Florida, as set forth herein pursuant to their authority granted in Article VII, Section 7.2 of the Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek, recorded in Official Records Book 2034, Pages 2557, et seq., of the Public Records of Sarasota County, Florida.

NOW THEREFORE, the undersigned being Owners of property in The Patio Homes of Chestnut Creek and entitled to so amend said Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek, hereby amend and restate the aforesaid restrictions and amendments in their entirety as follows:

These Amended and Restated Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek, amend, replace, and restate in their entirety Article I through Article VIII of those certain Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek recorded in Official Records Book 2034, Pages 2557, et seq., of the Public Records of Sarasota County, Florida, as amended by that certain First Amendment to Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek recorded in Official Records Book 2153, Pages 1754, et seq., of the Public Records of Sarasota County, Florida, as amended by that certain Second Amendment to Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek, recorded in Official Records Book 2196, Pages 2172, et seq., of the Public Records of Sarasota County, Florida, as follows:

## **ARTICLE I**

### **DEFINITIONS**

Section 1.1. “CHESTNUT CREEK SUBDIVISION” shall mean and refer to that certain real property herein above described according to the plat there of as recorded Book in Plat Book 30 at pages 13 through 13E inclusive of the Public Records of Sarasota County, Florida and such additional real property as may subsequently be platted within CHESTNUT CREEK as to which real property this Declaration shall be deemed amended to refer to.

Section 1.2. “THE PATIO HOMES OF CHESTNUT CREEK” shall mean and refer to that certain real property described in Exhibit “A” and Exhibit “B” attached hereto lying within the CHESTNUT CREEK SUBDIVISION on which by special exception to the zoning ordinance of Sarasota County cluster housing units may be constructed as herein above described.

Section 1.3. “Declaration” will mean the Declaration of Maintenance and Land Use Provisions for CHESTNUT CREEK SUBDIVISION recorded in Official Records Book 1754, Pages 1014 through 1045 of the Public Records of Sarasota County, Florida.

Section 1.4. “Master Association” will mean and refer to the CHESTNUT CREEK MASTER ASSOCIATION, INC., a nonprofit Florida Corporation, its successors and assigns.

Section 1.5. “Association” will mean and refer to THE PATIO HOMES OF CHESTNUT CREEK OWNERS ASSOCIATION, INC., a nonprofit Florida Corporation, its successors and assigns.

Section 1.6. “Board of Directors” or “Board” will mean and refer to the Board of Directors of THE PATIO HOMES OF CHESTNUT CREEK OWNERS ASSOCIATION, INC.

Section 1.7. “Patio Homes Lot Owner” will mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of THE PATIO HOMES OF CHESTNUT CREEK including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.8. "Lot" shall mean and refer to any numbered parcel of real property suitable and intended for the erection thereupon of a Dwelling Unit and shown within the recorded plat of THE PATIO HOMES OF CHESTNUT CREEK.

Section 1.9. "Property" shall mean and refer to any Lot within THE PATIO HOMES OF CHESTNUT CREEK together with the Dwelling Unit and any other improvement constructed thereupon.

Section 1.10. "Cluster Housing" shall mean and refer to Dwelling Structures each of which contains one single story Dwelling Unit which constitutes an improvement to an individual platted Lot.

Section 1.11. "Common Area" and "Limited Common Area" shall have the same meaning as defined in the Declaration. Limited Common Area shall include an air-conditioned recreation building, a swimming pool, tennis court and shuffleboard courts, located in Tract Con the Plat of THE PATIO HOMES OF CHESTNUT CREEK and shall be for the exclusive use of Patio Homes Lot Owners as defined herein.

Section 1.12. "Dwelling Unit" shall mean and refer to any detached residential structure intended as an abode for one family and constructed upon a Lot within the "Patio Homes of Chestnut Creek."

Section 1.13. "Institutional Lender" shall mean, refer to and include, but not be limited to banks, savings and loan associations, insurance companies, Massachusetts business trusts, real estate investment trusts, mortgage bankers, mortgage brokers and agencies of the U.S. Government.

## **ARTICLE II**

### **MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS**

Section 2.1. Membership. Every owner of a Lot in The Patio Homes shall be a member of THE PATIO HOMES OF CHESTNUT CREEK OWNERS ASSOCIATION, INC., a nonprofit Florida corporation. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2.2. Voting. Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 2.3. Purposes and Objectives. The purposes and objectives of the Association shall be to undertake the rights and duties of the membership under this instrument or the Declaration as assigned thereof by the Master Association to the Association and such other matters of mutual benefit to the members as the members shall decide and further:

- (a) To insure to all Lot Owners in the Patio Homes that the Patio Homes shall at all times be occupied by a community of compatible and congenial persons and, in addition, to insure to such grantees and Owners of property in the Patio Homes, a continuing and concerted program for maintenance and management of the properties in the Patio Homes including enforcement of these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of the Patio Homes provided, however, that this restriction shall not be construed or applied so as to preclude anyone from membership in the Association based upon, sex, color, creed or national origin.

- (b) To maintain, repair and replace any Limited Common Area property and improvements pursuant to the Declaration, title to which is held by the Association, including but not limited to such recreational facilities as shall be constructed.
- (c) To provide maintenance of sodded portions and landscaping of Lots within the Patio Homes and operation and maintenance of such lawn sprinkler systems as may be installed in the Patio Homes.
- (d) To levy assessments on Patio Homes Lot Owners for such purposes, having the rights to enforce collection thereof by placing liens against the Lots in the Patio Homes.
- (e) To represent the interests of Patio Homes Lot Owners in the Master Association of which the Association shall be part.
- (f) To provide reasonable rules and regulations for the use of lakes and ponds located within the Patio Homes.

Section 2.5. Landscape Maintenance. The Association is specifically obligated to maintain, cut, trim and/or repair all landscaping and sodded areas or add to and replace as necessary all sodded areas within the "PATIO HOMES OF CHESTNUT CREEK." The Association is obligated to operate, maintain, repair or replace the underground sprinkler system. Patio Homes Lot Owners shall not add trees, add to or enlarge existing beds of ornamental shrubbery to their lots without prior written approval of the Association.

The original trees and shrubs as installed by the developer on each lot and all privacy hedges and lawns shall be the obligation of the Association to replace if necessary. They will only be replaced with frost and drought resistant varieties approved by the Board or designated committee. Replacement with other varieties shall be at the Lot Owner's expense. Owners may add flowers to their landscaped beds. The maintenance of these plants shall be the Owner's responsibility. The planting of citrus trees shall not be permitted.

### **ARTICLE III**

#### **Assessments**

Section 3.1. Annual Maintenance Assessment. The Association, in addition to the powers and duties provided elsewhere in this instrument and any powers set forth in its Articles of Incorporation or given to it by law, shall have the power and duty to levy and collect maintenance assessments as provided herein. The annual maintenance assessment to be levied against all land subject to maintenance assessments and maintenance liens shall be calculated in the following manner:

- a) Annual and special assessments must be fixed at a uniform rate for all Lots.
- b) Each Owner shall be advised in writing, mailed to his address as recorded in the records of the Association on or before December 1 of each year, of:
  - (1) The Association's annual budget.

- (2) The dollar amount of the payment due and payable by the Owner for the particular year.
- (3) Any amounts due from or repayable to the Owner with respect to any under expenditure or over expenditure from the prior year's budget.

**Section 3.2. Assessment and Budget.** Prior to November 30, 1990 and in the month of November of each subsequent year; the Association shall establish a budget and levy an assessment against individual parcels subject to the annual maintenance assessment. This budget and assessment shall be in such amount as shall be deemed sufficient in the judgment of the Association's Board of Directors to allow it to carry out its purposes, which may include the following:

- a) To pay all ad valorem taxes assessed against the Limited Common Area owned by the Association, and against all personal property owned by the Association.
- b) To pay any other taxes assessed against or payable by the Association.
- c) To pay all expenses required for the operation, maintenance, management, repair and improvement of the Limited Common Area within the Patio Homes excluding maintenance, repair and improvement of lakes and ponds, which shall be the sole responsibility of the Master Association at its expense.
- (d) To pay all utility charges incurred in connection with the operation of the Limited Common Area owned by the Association or
- (e) To pay for casualty, liability, and other forms of insurance determined by the Association to be necessary or desirable, in such amounts as it may deem appropriate.
- (f) To pay for accounting, legal engineering and such other professional and employee services as may be appropriate.
- (g) To provide a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements.
- (h) To pay operating expenses of the Association including actual expenses properly incurred by officers and directors.
- (i) To pay or repay any funds borrowed by the Association for any of  
its lawful purposes, including interest on funds borrowed.
- (j) To make any other expenditures necessary or desirable for the purpose of accomplishing the objectives of this instrument.

**Section 3.3. Collection of Annual Maintenance Assessments and Special Assessments.** The annual maintenance assessment and any special assessments shall be paid and collected in accordance with the following procedures:

- (a) The annual maintenance assessment shall be paid by each Owner in equal monthly installments in advance on the first day of January and on the first day of each month thereafter of the year for which the assessments are made at the offices of the Association, or at such other place as may be designated by the Association. Assessments and installments on such assessments paid on or postmarked before ten (10) days after the date when due shall not bear interest, but all sums not paid on or postmarked before ten (10) days after the day when due shall bear interest at the rate of 18% per annum, unless this rate is subsequently changed by the Board of Directors of the Association. However, in no event shall the rate be more than the maximum legal rate for individuals in the State of Florida.
- (b) If an Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installment of the assessment upon notice to the Owner and thereupon the unpaid balance of the assessment shall come due upon the date set in the notice, but not less than ten (10) days after delivery thereof to the Owner or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. Any Owner, tenants, guests or invitees, in arrears of monthly installments of the annual assessment exceeding 90 days shall be subject to loss of privileges of access to the Limited Common Area and suspension of voting rights. No suspension will be in effect without fourteen (14) days written notice and the opportunity for a hearing before a board-appointed committee consisting of at least three members who are not: officers, directors or employees of the association, or the spouse, parent, child, brother or sister of an officer, director or employee.
- (c) The Association may, from time to time, levy in any assessment year a special assessment, applicable to that year only, for the purpose of providing funds, in whole or in part, for any construction, reconstruction, repair or replacement of a capital improvement, including any fixtures or personal property related to it. However, any special assessment shall first be approved by the Board of Directors and assented to by Owners having at least 2/3 of the voting rights in the Association. An individual Owner's share of any special assessment shall be determined in the same manner as the share of the annual maintenance assessment. Special assessments shall be payable in the manner determined by the Board.
- (d) Each assessment shall be the personal obligation of each Owner. If the assessment is not paid on the due date set in the notice of acceleration, the Association may, in addition to any other remedies it may have, bring an action against the Owner to collect the amount due. The Association shall be entitled to recover, in addition to the assessment and any interest, all costs and attorneys' fees incurred in collecting the assessment.
- (e) Upon request of any Owner or mortgagee, the Association shall furnish a certificate in recordable form signed by an appropriate officer showing the amount of unpaid assessments, if any, against any individual parcel of property, the year or years for which any unpaid amounts were assessed and levied, and any interest or other charges. The information stated in the certificate shall be binding in all circumstances on the Association.

**Section 3.4. Lien for Annual Maintenance Assessment and Special Assessments.** The following provisions are made to establish an alternate or cumulative means to enforce collection of annual maintenance assessments and any special assessments:

- (a) The Association, as the present owner of the property, declares that all land subject to maintenance assessments and maintenance liens, together with all improvements now or later constructed on these lands, shall be subject to a lien for the annual maintenance assessment and any special assessments. Each purchaser and future Owners of any individual parcel of the Property subject to these assessments, by acceptance of a deed to the Lot, shall be deemed to have agreed to pay the assessments to the Association. Also, any future Owner of any individual parcel of the Property acquiring title by devise, intestate succession, mortgage or lien foreclosure, judicial sale, or by any other means, shall be deemed to have agreed to pay these assessments to the Association. The annual maintenance assessment and any special assessments, together with interest and collection costs, as provided in this instrument, shall be a continuing lien on the land subject to the assessments and all improvements of such land until the lien is satisfied and released.
- (b) If the assessment is not paid on the due date set in the notice of acceleration, the Association shall have the right to file a claim of lien in the Public Records of Sarasota County, Florida. This lien shall attach only upon recording of a claim of lien in the Public Records of Sarasota County, Florida.
- (c) The lien for any assessment levied against an individual parcel shall be subordinate and inferior only to ad valorem taxes or special assessments levied by governmental entities and the lien of certain mortgages as provided in Subparagraph (d).
- (d) The lien for any assessment shall be subordinate to all bona fide mortgages other than purchase money mortgages given by a buyer to an Owner-seller of a parcel which are placed upon any parcel subject to an assessment prior to the recording of a claim of lien by the Association. However, this subordination shall apply only to assessments that were due and payable prior to the sale or transfer of the property pursuant to a final judgment of foreclosure or any other proceeding or transfer in lieu of foreclosure. No sale or transfer shall relieve any parcel or the purchaser or transferee from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment.
- (e) The Association may enforce the assessment lien by a foreclosure action in the same manner as a mortgage or in any other manner permitted by the laws of the State of Florida. If the Association commences an action to foreclose the lien, it shall be entitled to recover all costs, expenses and attorneys' fees incurred in preparation for and in bringing the action, and all costs, expenses and attorneys' fees shall be secured by the lien.
- (f) All rights and remedies of the Association in this paragraph are cumulative of any other rights and remedies it may have pursuant to this instrument or by law. No provisions of this paragraph regarding subordination of the lien for assessments shall relieve an Owner from personal responsibility for payment of the assessments and any costs and fees incurred in collecting it.

**Section 3.5. Reserves.** The Association may, in its discretion, either hold collected maintenance funds without investing them, or it may invest them. The Association may also set aside in reserve a portion of the annual maintenance assessment that it determines to be appropriate for expenditure in years following that for which the assessment was made.

**Section 3.6. Lands Subject to Assessment.** All of the Property is subject to the lien for the annual maintenance assessment and any special assessments as described in this instrument, with the exception of the following lands:

- (a) Roadways, rights of way, utility sites, and similar lands and improvements that may be conveyed or dedicated by the Association to any governmental body, or public or private utility company, as reflected in any Plats of Chestnut Creek or in any document recorded in the public Records of Sarasota County, Florida;
- (b) The Limited Common Area as more particularly defined in the Declaration.

## **ARTICLE IV**

### **LOT OWNERS OBLIGATIONS**

**Section 4.1. Exterior Maintenance.** Each Lot Owner shall be responsible for the maintenance of the exterior surfaces of his Dwelling Unit, as said exterior surfaces may be modified as provided elsewhere herein, in conformance with the general state of maintenance and average appearance of other Dwelling Units. In the event an Owner of any Lot in the Patio Homes shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board, the Association, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvement erected thereon. The cost of such exterior maintenance shall be added-to and become part of the assessment to which such Lot is subject.

**Section 4.2. Obligation to Repair.** By acceptance of a deed to a Lot, each Lot Owner is deemed to acknowledge, agree and accept the following covenants:

- (a) To promptly effect the repair of any casualty occurring on his Property which casualty adversely affects an adjoining property.
- (b) To allow, in the absence of a Lot Owner or in said Lot Owner's failure to cooperate as specified above, the Board of Directors to enter onto said Lot Owner's Property in the person(s) of the Board's duly authorized representative(s) to investigate or repair a casualty which may reasonably be thought to have occurred on said Lot Owner's Property which casualty adversely affects or is causing a condition to exist which adversely affects any Property with reasonable charges being made to the Owner of the Property entered for the investigation and/or repair thereof.



**Section 4.3. Disposition of Charges.** All charges properly made upon a Lot Owner in accordance with the provisions of Article IV, Sections 4.1 and 4.2 above shall constitute a lien upon the property of said Lot Owner until paid.

**Section 4.4. Street Lighting.** Each Lot Owner will install a street lighting fixture approved by the Association where directed by the Association which lighting fixture will be connected to the electrical supply of the Lot Owner's Dwelling Unit and will be equipped with an automatic photoelectric cell so that the light turns on and off automatically at dusk and dawn. Each individual Lot Owner will be responsible for the maintenance of his light and for the payment of all electricity charges therefor. The Association shall have the right to enter upon any Lot through its person or designated agent to effect maintenance or repair of any such lighting fixture if the Lot Owner fails in his obligation to keep such lighting fixture in operation or maintain its reasonable appearance. Notwithstanding the foregoing the Association may, at its discretion, provide for the payment of all electrical charges therefore.

**Section 4.5. Responsibility of Lot Owners for Damage.** Lot Owners shall be directly responsible to the Association for damage to the Limited Common Area improvements resulting from the actions of said Owners, tenants and guests, their employees, agents or independent contractors furnishing labor and/or materials to or for said Owners.

**Section 4.6. Animals.** No reptiles, birds, livestock, poultry or other animals shall be kept or permitted on the Lots, except domestic canines and felines as household pets and ornamental birds in cages. Domestic canines and cats shall be kept on a leash when outside and the Owners shall be responsible for proper removal of fecal matter. No animals shall be allowed to create noise audible on any adjoining lot to such an extent as to be offensive to a person of ordinary sensitivity. Animals are not to be kept, bred or maintained as a commercial enterprise by any Owner.

## **ARTICLE V**

### **Land Use Restrictions**

**Section 5.1. Land Use.** No Lot shall be used except for single family residential purposes.

**Section 5.2. Visible Parking and Storage.** Except for normal passenger automobiles, or vans, no vehicle of any kind shall be parked or stored on a Lot except fully within the enclosed garage of the Dwelling Unit thereon. No vehicle whatsoever shall be parked or stored on a street within the Patio Homes except that occasional street parking for and by social guests shall be permitted. No vehicle whatsoever may be parked on any portion of a Lot outside of the garage except on the paved driveway thereupon. Vehicles prohibited from being parked in open view upon a Lot shall include carts, trucks, motor homes, recreational vehicles larger than normal vans, boat and other trailers, boats, racing vehicles, aircraft, off-road vehicles, motorcycles, campers and any vehicle whatsoever which is non-licensed or inoperative or which is undergoing repairs which will cause it to be unused for a period of more than 48 consecutive hours or 7 cumulative days within any 30 day period.

**Section 5.3. Outdoor clothes drying.** Outdoor clothes drying apparatus must be submitted to ARB Committee and approved by the Board. The location and design of any submitted to the Architectural Committee.

**Section 5.4. Water usage.** The drilling for, the establishment of, and the subsequent use and operation of private water wells and pumps and other appurtenances thereto is absolutely prohibited, nor shall any water be taken from a drainage easement, storm water retention area or other water body for any use whatsoever except in case of fire or other emergency and except by the Association for the operation of its lawn sprinkling system.

**Section 5.5. Prohibition Respecting Modification of Drainage System Improvements.** No drainage pipe or tile, drainage sale, drainage structure, water or sewer line or appurtenance, shall be removed or altered for any purpose without the specific prior written consent of the Association.

**Section 5.6. Protection of Surface and Sub-Surface Drainage.** No structure or improvement shall be erected, placed or permitted and no alteration shall be made or permitted on any Lot which shall in any way hinder the surface or sub-surface drainage of any portion of The Patio Homes.

**Section 5.7. Bodies of Water.** Lot Owners, their guests, invitees, and/or tenants may use the lakes and ponds within the Patio Homes for such private and recreational purposes as are permitted by law, which do not interfere with the peaceful enjoyment of other Lot Owners and which are consistent with such reasonable rules and regulations governing such use as may be adopted from time to time by the Association. No commercial use, however, shall be made of any such bodies of water. No boat or craft shall be used on any such bodies of water which utilizes any petroleum powered motor as a means of propulsion. No docks, wharfs or structures of any type may be installed or maintained which protrude into any water areas without the prior written consent of the Association.

**Section 5.8. Rentals.** No portion of a Dwelling Unit other than the entire Dwelling Unit may be rented. No Dwelling Unit may be rented for a term of less than 90 days or for more than 2 times during any calendar year. The Lot Owner shall be jointly and severally liable with the tenant to the Association for any cost to the Association to repair damage to the Common Area resulting from acts or omissions of the tenant. Notice of Rental Agreement or Lease must be provided to the Association.

**Section 5.9. Right of Association to Grant Variances.** The absolute right and discretion are hereby reserved to the Association to grant variances from the obligations of these land use provisions in cases where not to grant such variances would create hardship in the opinion of the Association or where such variances would be in keeping with the spirit and intent of this instrument or would be such as too not adversely affect any neighboring Owners of the Home sites or The Patio Homes of Chestnut Creek as a whole. Such variances, if granted, will be granted upon written application of the Owner setting forth in detail the variance required and reasons for it. Any such variance, if granted, will be granted by the Association in writing and will be strictly complying with by the applicant. All such variances must be executed with the formalities of a deed and recorded in the public records of Sarasota County, Florida, to become effective.

## ARTICLE VI

### ARCHITECTURAL CONTROL

**Section 6.1.** All improvements will be approved in accordance with the Declaration. The following additional and supplemental minimum requirements for residential structures will apply.

**Section 6.2. Prohibition of Alterations and Additions.** Except as hereinafter provided, no addition to, alteration of or change in color and material used shall be made to any Dwelling Unit except as may be specifically permitted by the Association in writing.

(a) **Board Approval.** Notwithstanding the above, the Board of Directors of the Patio Homes of Chestnut Creek Owners Association, Inc. shall review and approve additions or alterations proposed to be made to the rear of a Dwelling Unit if such review established that said proposed addition or alteration:

- (1) Does not extend outward of the vertical plane established by the side walls of the Dwelling Unit except that if such addition or alteration involves construction of a roof, such roof may extend to the vertical plane established by the outward edge of the original roof.
- (2) Dwelling thereof does not extend more than sixteen (16) feet to the rear of the Unit measured from the vertical surface of the rear wall.
- (3) Is designed and will be constructed so as to be in general conformance with the architectural style and color scheme of the Patio Homes and will utilize compatible materials.
- (4) Will not unreasonably degrade the established architectural character of the Patio Homes or reduce the utility, desirability or marketability of nearby Dwelling Units.
- (5) Review of Plans and Specifications. No such addition or alteration shall be undertaken until the plans and specifications therefore showing the nature, color, kind, shape, height, materials and location thereof shall have been submitted to and approved by the Board of Directors in writing.

(b) **Prohibited Modifications.** In no instance shall construction or installation of the following improvements be allowed:

- (1) Any flat roofed structure provided however this provision shall not apply to rear screen enclosures for patios and swimming pools;
- (2) A structure whose exterior is composed largely of metal;
- (3) Any exposed outdoor television, radio or other communication or reception system antenna with the exception of, those permitted by Federal law regulations.
- (4) Any mechanical, electrical, or plumbing equipment or systems, or any liquid or gas storage facilities including, but not limited to swimming pool or whirlpool bath pumps, valves, filters, pipes and tanks for heating oil or bottled gas unless such equipment, systems or storage facilities are installed entirely below grade or are attractively landscaped from the view of nearby Dwelling Units in the sole judgment of the Board of Directors;

- (5) Any improvement to the front and/or side of a lot, with the exception of the limited usage of low voltage/wattage outdoor lighting for which prior written approval must be obtained from the Association.
- (6) Any attachments to the exterior of a dwelling, with the exception of roll down aluminum storm shutters, for which prior written approval must be obtained from the Association
- (7) No fences or walls shall be built or maintained on any lot.
- (8) The only improvement allowed in a driveway and/or walkway to the dwelling will be by the staining not painting with a concrete sand color. Prior written approval must be obtained.

## **ARTICLE VII.**

### **GENERAL COVENANTS**

**Section 7.1. Intent and Purpose of These Supplemental Land Use Provisions.** The express intent and purpose of these Supplemental Land Use Provisions and of the obligations which are herein imposed on each Owner of each Lot and which each such Lot Owner or occupant is hereby obligated to keep and perform is for the mutual protection, welfare and benefit of each and all Owners and occupants of each and every Lot in the Patio Homes. Each Lot Owner shall be and is hereby obligated to keep and perform these separate Covenants and Restrictions.

**Section 7.2. Enforcement.** These covenants and restrictions may be enforced by the Master Association, the Association or any Lot Owner of one or more lots in the Patio Homes by an action at law or in equity against any person violating or attempting to violate the covenants and restrictions. The party bringing the action may recover damages and/or injunctive relief and the successful party shall be entitled to recover costs and attorneys' fees.

**Section 7.3. Term.** All easements provided for herein or on the Plat shall be perpetual except as may otherwise be specifically provided. All other portions of these covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of recording, after which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority (51%) of the then Owners of the Lots agreeing to terminate said covenants in whole or in part has been recorded in the Public Records.

**Section 7.4. Severability.** Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**Section 7.5. Reference in Deed and Contract.** Any deed or contract pertaining to the sale, transfer, lease, encumbering or other disposition of a Lot or Parcel in the Patio Homes shall be subject to the provisions of this instrument even though it is not specifically referenced in the document. --

## **ARTICLE VIII**

### **AMENDMENT**

These Amended and Restated Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek may be amended only by the written consent of the Owners of a majority of all lots in the Patio Homes of Chestnut Creek. Such amendment will become effective when duly executed and recorded in the Public Records of Sarasota County, Florida. No such amendment, however, will invalidate any action properly taken under these covenants and restrictions.

IN WITNESS WHEREOF, the undersigned Owners of property in Patios of Chestnut Creek, joined by The Patio Homes of Chestnut Creek Owners Association, Inc., have executed this document on the dates indicated or on the dates of documents joining this document which incorporate these Amended and Restated Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek by reference, has executed this instrument this

6th. Day of May 1999.

Signed, sealed and delivered in the presence of:

THE PATIO HOMES OF CHESTNUT CREEK OWNERS ASSOCIATION, INC.

By John Vieson, President

Richard H. Sloan

DATED: May 6, 1999

STATE OF FLORIDA COUNTY OF SARASOTA.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John Vieson, President of the PATIO HOMES OF CHESTNUT CREEK OWNERS ASSOCIATION, INC., a Florida corporation, and he acknowledged executing the aforesaid instrument freely and voluntarily under authority duly vested in him by said Corporation and that the seal affixed thereto is the true corporate seal of said Corporation.

(Check One): (x) Said person is personally known to me

[ ] Said person provided the following type of identification

WITNESS my hand and critical seal in the County and State last

Aforesaid this 6th day of May 1999

Notary Public Printed Notary Name: Barbara A. O'Grady

My Commission Expires: June 13,2000

My commission No: CC563286

## EXHIBIT A

THE PATIO HOMES OF CHESTNUT CREEK, UNIT NO. 1

A PARCEL OF LAND SITUATE IN THE SECTION 14, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF "THE VILLAS OF CHESTNUT CREEK, UNIT NO. I" AS RECORDED IN PLAT BOOK 30, AT PAGE 13 THRU 13F PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 65°50'08" WEST ALONG THE NORTHWESTERLY LINE OF SAID UNIT NO. I, 1070.99' TO THE MOST NORTHWESTERLY CORNER OF SAID UNIT NO I; THENCE NORTH 07°47'14" WEST, 373.49'; THENCE NORTH 22°55'13" EAST, 50.00'; THENCE NORTH 32°11'56" EAST, 266.43'; THENCE NORTH 08°55'02" EAST, 278.66'; THENCE NORTH; -29°33'20" EAST 179.28' TO A POINT ON A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH.

86.57' 25" WEST, 1271.86'; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 11.28' THROUGH A ' CENTRAL ANGLE OF 00°30'30"; THENCE NORTH 02°32'05" EAST, 71.54' THENCE SOUTH 87°27'55" WEST, 120.00'; THENCE NORTH 84°23'45" EAST, 50.51' TO A POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 31°13'13" EAST, 25.00'; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 12.52' THROUGH A CENTRAL ANGLE OF 28°41'07"; THENCE SOUTH 87°27'55" EAST, 74.02' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 397.40' FOR AN ARC DISTANCE OF 37.64' THROUGH A CENTRAL ANGLE OF 05°25'34"; THENCE NORTH 123.59'; THENCE, NORTH 11°47'18" EAST, 40.21' TO A POINT ON A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 64°55'06" EAST, 25.00'; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE 28.33' THROUGH A CENTRAL ANGLE OF 64°55'10"; THENCE EAST, 25.00', TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 39.27' THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH, 93.23' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 32.92' THROUGH A CENTRAL ANGLE OF 75°21'12"; THENCE SOUTH 77°52'13" EAST, 24.54' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE-10727.58' THROUGH A CENTRAL ANGLE OF 63°12'30"; THENCE SOUTH 00°22'34" EAST, 43.00' TO A POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 04°21'39" EAST, 320.51'; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 26.50' THROUGH A CENTRAL ANGLE OF 04°04'13" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT. HAVING A RADIUS OF 299.20' FOR AN ARC DISTANCE OF 73.22'; THROUGH A CENTRAL ANGLE OF 14°01'17" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 13.87' THROUGH A CENTRAL ANGLE OF 31°47'08"; THENCE SOUTH 80°15'06" EAST, 50.06'; THENCE SOUTH 76°39'42" EAST, 126.68'; THENCE SOUTH 00°22'34" EAST, 627.64' TO THE P.O.B. CONTAINING 18.845 ACRES OF LAND MORE OR LESS.

## EXHIBIT B

### THE PATIO HOMES OF CHESTNUT CREEK, UNIT NO. 2

DESCRIPTION: A PARCEL OF LAND SITUATE IN THE SECTION 14, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF "THE VILLAS OF CHESTNUT CREEK, UNIT NO. I" AS RECORDED IN PLAT BOOK 30 AT PAGE 13 THRU 13F ,PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 65°50'08" WEST ALONG THE NORTHWESTERLY LINE OF SAID UNIT NO. I, 1070.99' TO THE MOST NORTHWESTERLY CORNER OF SAID UNIT NO I; THENCE NORTH 07°47'40" WEST, 373.49'; THENCE NORTH 22°55'13" EAST, 50.00'; THENCE NORTH 32°11'56" EAST, 266.43'; THENCE NORTH 08° 55'02" EAST, 278.66'; THENCE NORTH 29° 33'20" EAST 179.28' TO A POINT ON A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 86°57'25" WEST, 1271.86'; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 11.28' THROUGH A CENTRAL ANGLE OF 00°30'30"; THENCE NORTH 02°32'05" EAST, 71.54' THENCE SOUTH 87° 27'55" WEST, 120.00'; THENCE NORTH 84°23'45" EAST, 50.51' TO A POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 31°13'13" EAST, 25.00'; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 12.52' THROUGH A CENTRAL ANGLE OF 28°41'07"; THENCE SOUTH 87°27'55" EAST, 74.02' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 397.40' FOR AN ARC DISTANCE OF 37.64' THROUGH A CENTRAL ANGLE OF 05°25'34"; THENCE NORTH 123.59'; THENCE, NORTH 11°47'18" EAST, 40.21' TO A POINT ON A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 64°55'06" EAST, 25.00'; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE 28.33' THROUGH A CENTRAL ANGLE OF 64°55'06"; THENCE EAST, 25.00', TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 39. 27' THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH, 93.23' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 32.92' THROUGH A CENTRAL ANGLE OF 75°27'27"; THENCE SOUTH 77°52'39" EAST, 24.54' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 27. 58' THROUGH A CENTRAL ANGLE OF 63°12 '30'; THENCE SOUTH 00°22 '34" EAST. 43.00' TO A POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 04 ° 21' 39' EAST, 320. 57'; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 26 50', THROUGH A CENTRAL ANGLE OF 04°0 44' 13" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 299. 20' FOR AN ARC DISTANCE OF 73.22'; THROUGH A CENTRAL ANGLE OF 14°01'17" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 13.87' THROUGH A CENTRAL ANGLE OF 31°47'08"; THENCE SOUTH 80°15'06" EAST, 50.06'; THENCE SOUTH 76°39'42" EAST, 12,6.68'; THENCE SOUTH 00°22'34 'EAST, 627.64' TO THE P.O.B. CONTAINING 12.845 ACRES OF LAND MORE OR LESS.

# II

## **LAND USE** **PROVISION** **AMENDMENTS**



## **AMENDMENTS TO PATIOS LAND USE DOCUMENT**

### **FEBRUARY 2020**

**The recommended change to the verbiage in the Land Use Document is as follows (which will replace Article VI Section 6.2 (c) (8):**

#### **Article VI Section 6.2.**

(c) (8) The Association will allow, at the Owner's choice, improvements to a driveway and/or walkway of their Dwelling Unit as follows:

1. The Driveway and/or walkway may only be "stained" (not painted) with a concrete sand color. The color will be included in the ARB Guidelines approved by the Board. Prior written approval must be obtained. (See ARB Guidelines for details.)
2. If the Owner decides, the improvement to the driveway and/or walkway can be the installation of pavers. The color and/or style of the pavers will be included in the ARB Guidelines and approved by the Board.
3. The dimensionality of the original footprint for driveways and walkways may be altered with strict adherence to the following guidelines:
  - (a) Width of driveways can be no less than the current footprint and no more than 18 feet. The resulting width must be "symmetrical" to the existing/current driveway not all on one side or the other. That is, if the resident elects to use the maximum width of 18 feet, it must be 9 feet from center line of Garage door on each side.
  - (b) Width of walkways must adhere to the current footprint unless prior written approval from the ARB and Patios Board of Directors is obtained.

Any ground between the innermost edge of the walkway footprint and the dwelling itself can be filled to create an uninterrupted surface. The outermost edge of the walkway can be expanded wherever a curved design is desired to soften the angularity of the existing footprint with its 90-degree turns, the extent of said curving to be approved on an individual basis at the ARB and Grounds Committee discretion.

- (c) The apron transitioning from street to driveway must not be more than 6 feet greater than the driveway width. That is, if the resulting driveway width is 16 feet, then the apron must not be more than 22 feet, but must taper to the allowable width for driveways (See 3. (a) above). If the resulting driveway is 18 feet, then the apron must not be more than 24 feet. Each side of the "new" apron can extend no more than three feet from each side of the new driveway; however, the Apron must not begin before the driveway meets the edge of the current county sidewalk closest to the street. If there is no sidewalk, the apron again will be no more than 6 feet greater than the driveway width. The taper must start at the same point of the current driveway but no more than 6 feet vertically from gutter.

- (d) Any modification of the irrigation system necessitated by expansion of driveway or walkway is the responsibility of the homeowner; however, any such modification cannot deprive existing vegetation of adequate irrigation coverage. Failure in any instance resulting from the Owner's modifications will result in the Owner being made responsible for necessary repairs as ordered by the ARB.
4. Paver blocks whose color and/or style have been approved by the Board and incorporated into ARB Guidelines can be substituted for concrete on driveways and walkways. On driveways that cross the county sidewalk, pavers can be allowed provided the Owner acquires the required permit from the county at the Owner's expense and supplied to ARB prior to construction.
  5. In addition to the requirements/standards listed in this document, residents must strictly adhere to the ARB Guidelines Document unless prior written approval from the Patios Board of Directors is obtained.

# **AMENDMENTS TO PATIOS LAND USE DOCUMENT**

## **APPROVED BY RESIDENTS – FEBRUARY 2019**

### **ARTICLE V**

#### **USE RESTRICTIONS**

##### **Section 5.2. Visible Parking and Storage.**

Except for normal passenger automobiles, or van, or **personal pick-up trucks**, no vehicles of any kind shall be parked or stored on a Lot except fully within the enclosed garage of the Dwelling Unit thereon. No vehicle whatsoever shall be parked or stored on a street within the Patio Homes except that occasional street parking for and by **Owners** or social guest shall be permitted. No vehicle whatsoever may be parked on any portion of a Lot outside of the garage except on the paved driveway thereupon. Vehicles prohibited from being parked in open view upon a Lot shall include carts, **commercial trucks and commercial vans**, motor homes, recreational vehicles larger than normal vans, boat and other trailers, boats, racing vehicles, aircraft, off-road vehicles, motorcycles, campers and any vehicles whatsoever which is non-licensed or inoperative or which is undergoing repairs which will cause it to be unused for a period of more than 48 consecutive hours or seven (7) cumulative days within any thirty (30) day period.

##### **Section 5.8. Rentals.**

**The Owner of property can only rent their property after they have owned the property for two or more years.** No portion of a Dwelling Unit other than the entire Dwelling Unit may be rented. No Dwelling Unit may be rented for a term of less than ninety (90) days or for more than two (2) times during any calendar year. The Lot Owner shall be jointly and severally liable with the tenant to the Association for any cost to the Association to repair damage to the Common Area resulting from acts or omissions of the tenant. Notice of Rental Agreement or Lease must be provided to the Association **before the tenants occupy the Dwelling Unit.**

## **ARTICLE VI**

### **ARCHITECTURAL CONTROL**

#### **Section 6.2 Prohibition of Alterations and Additions.**

(c) (6) **The Association will allow the ARB, with the approval of the PCC Board of Directors, to approve any attachments to the exterior of the Dwelling Unit.**

(c) (8) **The Association will allow, at the Owner's choice, improvements to a driveway and/or walkway of their Dwelling Unit as follows:**

- 1 The Driveway and/or walkway may only be "stained" (not painted) with a concrete sand color. The color will be approved by the Board. Prior written approval must be obtained. (See ARB Guidelines for details);**
- 2 If the Owner decides, the improvement to the driveway and/or walkway can be the installation of pavers. The color and/or style of the pavers will be approved by the Board and incorporated into the ARB Guidelines. There will be ONLY one color / style for Phase 1 (Red Tile Roof Homes) and one color / style for Phase II (White Tile Roof Homes). The approved color will be listed in the ARB Guidelines. In addition, if the Owner's driveway crosses the county sidewalk, they must obtain the required permit from the county, at their expense, to "pave" over the sidewalk.**

# III

## **AMENDED AND RESTATED BYLAWS**

**FEBRUARY 2007**

Recorded In Official Records  
Instrument #2007031005 11 PGS  
Prepared by & Return to:

KAREN E. RUSHING CLERK OF  
THE CIRCUIT COURT  
Sarasota County, Florida  
MTAYLOR Receipt#888613

Patio Homes of Chestnut Creek  
Owners Association, Inc.  
985 Harbor Town Drive  
Venice FL. 34292

**AMENDED AND RESTATED BYLAWS OF  
THE PATIO HOMES OF CHESTNUT CREEK OWNERS ASSOCIATION, INC.  
A not for Profit Corporation existing under the laws of the State of Florida**

**ARTICLE I. DEFINITIONS**

All terms used in these Bylaws that are defined in the Declaration of Covenants, Conditions and Restrictions for The Patio Homes of Chestnut Creek (the Declaration) shall have the same meaning as the terms used in the Declaration. However, The Patio Homes of Chestnut Creek Owners Association, Inc. is referred to as the Association, and Properties is referred to as the Patio Homes.

**ARTICLE II. PRINCIPAL OFFICE**

The principal office of the Association shall be located at 985 Harbor Town Drive, Venice, Florida 34292.

**ARTICLE III. MEMBERSHIP**

**Section 1. MEMBERS.** All Owners of land subject to maintenance assessments and maintenance liens shall be members of the Association and must maintain this membership in good standing. Memberships shall be effective upon acquisition of the fee simple title to such lands by an instrument recorded in the Public Records of Sarasota County, Florida. Membership shall automatically terminate upon the sale or other transfer of title by an instrument recorded in the Public Records of Sarasota County, Florida. Reference to this membership in any instrument of conveyance or transfer of title shall be unnecessary. The change of membership in the Association shall be evidenced in the Association records by delivery to the secretary of a certified copy of the deed or other instrument of conveyance.

**Section 2. VOTING RIGHTS.** Each member shall have the voting rights provided in the Articles of Incorporation, and any such vote may be cast in person or by proxy executed in writing and filed with the secretary.

**Section 3. ANNUAL MEETING.** The Annual Meeting of the members for the purpose of electing directors and for the transaction of other business as may come before the meeting will be held in Sarasota County at a time, date and location designated by the Board of Directors.

**Section 4. SPECIAL MEETINGS.** Special meetings of the members may be called by the president or by the Board of Directors, or by a written request of 30% of the voting rights of the members, for any purpose and at any time within Sarasota County.

**Section 5. NOTICE.** Written notice of any annual or special meetings of the members shall be mailed to each Owner at least 14 days prior to the meeting. Notice of any special meeting shall state the purpose of the meeting. Unless an Owner waives in writing the right to receive notices of meetings by mail, the notice shall be mailed to each Owner at the address shown on the Association's records, and the post office certificate of mailing may be retained as proof of such mailing. Owners may waive notice of specific meetings, and may take action by written agreement without meetings.

**Section 6. QUORUM.** Thirty percent (30%) of the voting rights represented in person or by proxy shall constitute a quorum, and if a quorum is not present, a majority of the voting rights present may adjourn the meeting from time to time. A simple majority of all voting rights present in person or by proxy shall decide any question brought before the meeting, except when otherwise required by the Declaration, Articles of Incorporation or these Bylaws.

**Section 7. PROXIES.** At any meeting of members, a member entitled to vote may do so by proxy executed in writing by the member or by his duly authorized attorney-in-fact. The proxy shall contain the name and address of the Owner or Owners, as the case may be, shall designate the lot number owned by the person or persons granting such proxy, shall contain a designation as to the meeting or meetings concerning which such proxy is to be used, shall contain a statement that the person or persons granting such proxy will not be available for the designated meeting or meetings, and shall contain the name and address of the person or persons authorized to cast such a proxy vote. Only individuals who are members of the Association shall be authorized to hold proxies. Any proxy given shall be effective only for the specified meeting for which originally given and any lawfully 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 unit Owner executing it, by giving written notice of the revocation to the secretary of the Association.

**Section 8. PETITIONING THE BOARD OF DIRECTORS.** If the Board of Directors has declined a request by at least 10% of the voting interests to discuss an item of business, 20% of the total voting interests may petition the Board to include said item on the agenda for the next meeting of the Board of Directors.

#### **ARTICLE IV. BOARD OF DIRECTORS**

**Section 1. POWERS.** The Board of Directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties and responsibilities as provided in the Declaration and the Articles of Incorporation. Only members of the Board of Directors have voting rights.

**Section 2. NUMBER.** The number of directors shall be designated by resolution of the membership from time to time but shall in no event be less than three directors. Each shall be a member of the Association or a person exercising the rights of a person who is not a natural person.

**Section 3. TERM AND VACANCIES.** Directors shall be elected for a two-year term, in such a manner at the annual meetings so that the number of directors serving on the Board from time to time shall have their terms of office evenly divided so far as possible so that half of their terms shall expire at the time of each annual meeting of the members. The Board of Directors shall temporarily fill any vacancies on the Board of Directors occurring between annual meetings of the Association. The Association members shall elect a permanent director at the next annual meeting for any unexpired temporarily filled term on the Board of Directors.

**Section 4. REGULAR MEETINGS.** A regular meeting of the Board of Directors shall be held immediately after, and at the same place as the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the Board. Regular meetings shall be open to all members.

**Section 5. SPECIAL MEETINGS.** Special meetings of the Board may be called by the president or a majority of the directors for any purpose and at any time or place, in Sarasota County. A notice stating the purpose of the special meeting shall be mailed by first class mail or delivered to each director at his address shown in the Association records at least five days before such meeting, unless such notice is waived by any director or directors. Special meetings shall be open to all members.

**Section 6. NOTICE.** Notices of all meetings of the directors, except emergency meetings, shall be posted conspicuously at the Patio Homes Clubhouse at least 48 hours in advance of the meeting. Notice of any meeting where assessments against Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. The Board shall also mail to all Owners at the address last shown in the Association's records a meeting notice and copies of the proposed assessment, annual budget of income, common expenses, and reserve funds not less than 30 days prior to the meeting at which the budget will be considered. The notice shall state the time and place of the meeting of the Board of Directors which will consider the proposed assessment or annual budget. All meetings of the Board of Directors are open to all members.

**Section 7. QUORUM.** A majority of directors shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting from time to time until a quorum is present. The vote of a majority of directors present shall decide any matter before the Board, except as may be otherwise required in the Articles of Incorporation, these Bylaws or the Declaration.

**Section 8. REMOVAL.** Any directors may be recalled and removed from office with or without cause by a vote or an agreement in writing by Owners having a majority of voting rights in the Association. A special meeting of the Owners to recall a member or members of the Board of Directors may be called by 10% of the Owners giving notice of the meeting as required for a meeting of Owners, and the notice shall state the purpose of the meeting.



**Section 9. ALL DIRECTORS**, present or past, shall be indemnified by the Association to the fullest extent permitted by law against all expenses and liabilities including attorneys' fees reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding or settlement thereof in which they may become involved as a party or otherwise by reason of holding such office, except when the director is adjudged guilty of willful misfeasance in the performance of director duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The Association shall purchase and maintain insurance on behalf of all directors against any liability asserted against them or incurred by them in their capacity as directors or arising out of their status as such.

**Section 10. COMPENSATION.** Directors shall serve without compensation unless otherwise provided by resolution of the membership. However, the Association may reimburse directors for reasonable direct expenses incurred in performing their duties as directors.

**Section 11. FIDELITY BONDS.** All directors shall be bonded by a surety company selected by the Board in an amount determined by the Board to be sufficient to insure the proper handling of all cash funds and other corporate assets. The cost of such bond shall be paid by the Association.

## **ARTICLE V. OFFICERS**

**Section 1. NUMBER.** The officers shall be a president, a first vice president, a second vice president, a secretary and a treasurer, each of whom shall be elected by the Board of Directors. Such assistant officers as may be deemed necessary may be elected by the Board of Directors.

The president and secretary may not be the same person. Officers must be members of the Association or a person exercising membership rights of an Owner that is not a natural person. The president and first vice president must be members of the Board of Directors. All officers shall serve without compensation unless otherwise provided by resolution of the membership. However, the Association may reimburse officers for reasonable direct expenses incurred in performing their duties as officers.

**Section 2. ELECTION AND TERM.** Each officer shall be elected annually by the Board of Directors at the first meeting of directors following the annual meeting of members and shall hold office until a successor shall have been elected and duly qualified, unless sooner removed by the Board of Directors. This election may be by secret ballot at the request of one or more Board members. The Board of Directors may not use secret ballots to vote on any other issues before the Board.

**Section 3. PRESIDENT.** The president shall be the principal executive officer of the Association and shall supervise all the affairs of the Association and follow all directives of the Board of Directors. The president must keep the Board fully informed of all activities. The president shall serve as chairperson of the Board of Directors and shall preside at all meetings of the members and directors. The president shall sign all documents and instruments on behalf of the Association. The president shall announce all standing committees, architectural review board (ARB) and special committees as established by the Board of Directors. The president shall decide all questions of order at meetings. The president shall perform such other duties as ordinarily are assigned to the office of president. The previous president shall serve as temporary presiding officer at the first regular meeting of the newly elected Board of Directors held immediately following the

annual meeting of the membership and relinquish that position following the first order of business of election of officers.

**Section 4. FIRST VICE PRESIDENT.** The first vice president shall work closely with the president. In the absence of the president, the first vice president shall perform the duties of the president and when so acting, shall have the powers and responsibilities of the president. The first vice president shall be chairperson of the nominating committee. The first vice president shall, moreover, perform any duties designated by the Board of Directors. The first vice president shall be prepared to succeed the president when the president leaves office for any reason.

**Section 5. SECOND VICE PRESIDENT.** The second vice president shall work closely with the first vice president. In the absence of the president and the first vice president, the second vice president shall perform the duties of the president. The second vice president shall be chairperson of the Bylaw Committee. The second vice president shall, moreover, perform any duties designated by the Board of Directors.

**Section 6. SECRETARY.** The secretary or designee shall countersign all documents and instruments on behalf of the Association when requested, record the minutes of meetings of members and directors, and give notices required by these Bylaws or the Declaration. The minutes shall be kept in a book available for inspection by Owners, or their authorized representatives, and Board members at any reasonable time. These minutes shall be retained by the secretary for the Association for a period of not less than seven years. The secretary shall have custody and maintain the records of the Association, other than those maintained by the treasurer. All records of this office shall be kept by the Association.

**Section 7. TREASURER.** The treasurer shall have custody of all funds of the Association, shall deposit the same in such depositories as may be selected as hereinafter provided, shall disburse the same, and shall maintain the financial and accounting records of the Association according to good accounting practices, which shall be available for inspection by any member or his authorized representative during business hours. These accounting records shall be kept and maintained at 985 Harbor Town Drive, Venice, Florida. The treasurer is directly responsible to the president and shall keep the president fully informed of all matters relative to the office of treasurer. The treasurer shall be chairperson of the budget committee. At the discretion of the Board of Directors, all or partial functions of the treasurer may be delegated to and performed by a financial institution, an accounting firm, or a manager or management firm located in Sarasota County. No bond will be required of any financial institution or certified public accountants, but shall be required of other firms or persons.

**Section 8. Assistant Secretary.** The assistant secretary shall work closely with the secretary. In the absence of the secretary, the assistant secretary shall perform the duties of the secretary; The assistant secretary shall, moreover, perform any duties designated by the Board of Directors. This position will serve for indoctrination and preparation to succeed the secretary should this office become vacant for any reason.

**Section 9. Assistant Treasurer.** The assistant treasurer shall work closely with the treasurer. In the absence of the treasurer, the assistant treasurer shall perform the duties of the treasurer. The assistant treasurer shall, moreover, perform any duties designated by the Board of Directors. This position will serve for indoctrination and preparation to succeed the treasurer should that position become vacant for any reason.

**Section 10. LIABILITY AND INDEMNIFICATION.** All officers, present or past, shall be indemnified by the Association to the fullest extent permitted by law against all expenses and liabilities including attorneys' fees reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding or settlement thereof in which they may become involved as a party or otherwise by reason of holding such office, except when the officer is adjudged guilty of willful misfeasance in the performance of officer duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association.

The Association shall purchase and maintain insurance on behalf of all officers against any liability asserted against them or incurred by them in their capacity as officers or arising out of their status as such.

**Section 11. FIDELITY BONDS.** All officers shall be bonded by a surety company selected by the Board of Directors in an amount determined by the Board to be sufficient to insure the proper handling of all cash funds and other corporate assets. The cost of such bond shall be paid by the Association.

**Section 12. REMOVAL.** Any officer may be removed by two-thirds vote of the Board of Directors called for that purpose and the vacancy thereby created shall be filled by an election by the directors at the same meeting.

## **ARTICLE VI. MANAGER AND EMPLOYEES**

The Board of Directors may employ the services of a manager, management firm or accounting firm and other employees and agents as they shall determine appropriate to actively manage, operate, and care for property in The Patio Homes, with such powers and duties and at such compensation as the Board may deem appropriate and provide for by resolution.

## **ARTICLE VII. CONTRACTS AND FINANCES**

**Section 1. CONTRACTS.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and delivery any instrument in the name of or on behalf of the Association. This authority may be general or confined to specific instances.

**Section 2. LOANS.** No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a 2/3 resolution of the Board of Directors, and approved by a majority of the members. The Board may then authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of loans.

**Section 3. CHECKS, DRAFTS, ETC.** All checks, drafts and other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall be determined by resolution of the Board of Directors. Two signatures of officers shall be required to approve all charges against the Association. Two signatures of officers shall be required on all checks, drafts, or other orders for payment of money and the redemption or renewal of certificates of deposit or other investments.

**Section 4. DEPOSITS.** All funds of the Association not otherwise employed shall be deposited to the credit of the Association in savings and loan associations, banks, trust companies, or other depositories selected by the Board of Directors.

**Section 5. FISCAL YEAR.** The fiscal year of the Association shall begin on the first day of January of each year.

**Section 6. BUDGET AND PROCEDURE.** Notice of any meeting at which the annual budget shall be considered by the Board of Directors shall be given as provided in Article IV, Section 6. The proposed annual budget of income, common expenses and necessary reserve funds, shall be detailed and shall show the amounts budgeted by accounts, and expense classifications,

## **ARTICLE VIII. VACANCIES**

A vacancy in any office or in the Board of Directors shall be filled or temporarily filled by the Board of Directors per Article IV, Section 3 or Article V, Section 12 although less than a quorum remains by reason of such vacancy.

## **ARTICLE IX. SEVERABILITY AND AMENDMENTS**

**Section 1. SEVERABILITY.** If any of the provisions of these Bylaws are found to be invalid, the remaining provisions thereof shall not be affected thereby but shall remain in full force and effect.

**Section 2. METHOD OF AMENDMENT.** These Bylaws may be altered, amended or rescinded by a simple majority vote of all voting rights of all members of the Association. Proposed amendments to these Bylaws shall be worded in proper form in writing and shall be filed with the secretary. The secretary shall cause such proposed amendments to be referred to the Bylaw Committee, which committee shall review for proper form and return to the secretary who will cause the amendments to be published to all Association members with proper notice of date for voting.

## **ARTICLE X. REGULATIONS**

The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of The Patio Homes, and restrictions upon and requirements respecting the use, maintenance and appearance of the Common Areas and Limited Common Areas of the Patio Homes as may be deemed necessary and appropriate from time to time to assure the use and enjoyment of all Owners and to prevent unreasonable interference with the use and enjoyment of the Common Areas and Limited Common Areas.

However, rules and regulations may not be contrary to the Declaration, the Articles of Incorporation, and these Bylaws. A copy of such regulations shall be furnished upon request to each Owner and subsequent purchasers of lots and shall be posted and remain available in the offices of the Association. The Association may charge a reasonable fee in connection with a transfer or sale of a lot of parcel in the Patio Homes, or in connection with any approval required of the Association.

## **ARTICLE XI. COMMITTEES AND ARCHITECTURAL REVIEW BOARD (ARB)**

**Section 1. SPECIAL COMMITTEES.** The Board of Directors shall establish a Bylaw Committee and an insurance committee when needed and such special committees as the Board may deem necessary. The president will announce such committees as established by the Board of Directors. The term of any special committees will end at the completion of specified duties and a full report to the Board of Directors. The term of a Bylaw Committee or insurance committee will be the same as standing committees.

**Section 2. STANDING COMMITTEES.** The Board of Directors shall appoint annually. The regular standing committees of the Association shall be as follows:

- |                |                |
|----------------|----------------|
| A - Grounds    | D - Budget     |
| B - Auditing   | E - Irrigation |
| C - Nominating | F – Clubhouse  |

### **Section 3. DUTIES OF COMMITTEES.**

A - Grounds - The committee will meet on a regular basis and make a report at each regular Board of Directors meeting. The committee will receive and answer all grounds requests received from residents. The committee will review any grounds maintenance contracts and report any recommendations to the Board of Directors.

B - Auditing - The committee will review the financial records of the Association and make a report to the Board of Directors each February and August. No member of the Board of Directors or officer may be on this committee.

C - Nominating - The first vice president shall be chairperson. At least one past board member will be a member of this committee. A nomination report will be made no later than the December Board of Directors meeting and published no later than January first.

D - Budget - The treasurer shall be chairperson. A budget will be presented to the secretary for mailing no later than 30 days prior to the October Board of Directors meeting. The budget will be presented at the October Board of Directors meeting for final approval at the November Board of Directors meeting.

E - Irrigation - Committee will meet regularly to review and act on requests by residents and evaluate any contract for irrigation when necessary. A report will be made at each regular Board of Directors meeting.

F - Clubhouse - Committee shall oversee all property of the Association and use thereof, including, but not limited to, the Clubhouse, pool, shuffleboard courts, and tennis courts. Chairperson shall hold regular meetings and report results at the next regular Board of Directors meeting.

G - Bylaws - The second vice president shall be chairperson. This committee will meet when proposed amendments are received from the secretary, reviewed for form, and returned to the secretary. The committee will review the Bylaws as necessary; however, no less than each five years and present any recommendations to the Board of Directors for consideration.

H - Insurance - Committee will meet when necessary as determined by the Board of Directors and make reports to the Board of Directors.

**Section 4. ARCHITECTURAL REVIEW BOARD (ARB).** Provisions have been made in the Declaration for review and approval or disapproval of improvements on the property, buildings, and other matters which conform to established architectural criteria. These powers shall be exercised in the following manner:

**1. POWERS.** The review powers shall be administered and exercised by an architectural review board (ARB), which shall consist of at least three members appointed annually by the Board of Directors. The members must be members of the Association.

**2. GUIDELINES.** The ARB may establish guidelines for improvements to property in The Patio Homes to supplement criteria established in the Declaration, which shall be referred to as the architectural planning criteria, and which shall initially be approved by the Board of Directors. Any modification or amendment of the architectural planning criteria must be approved by the Board of Directors.

**3. DECISIONS.** All decisions of the ARB shall be submitted in writing to the Board of Directors and to the Owner or party submitting the matter for decision to the ARB. Any Owner or party aggrieved by a decision of the ARB shall have the right to have the Board of Directors review the decision, provided that a written request for review, stating in brief terms the reasons why the review is sought, is filed at the principal office of the Association within 30 days from the date a copy of the decision of the ARB is either personally delivered or from the date the ARB's decision is placed in the U.S. mail, addressed to the Owner or other party, with postage prepaid. The matter shall be decided by the Board of Directors within 60 days from the date of the request for review is filed. The Owner shall be notified at least 14 days in advance of the meeting of the Board of Directors at which the matter will be considered, and shall have the right to attend the meeting and be heard on the matter. The decision of the Board of Directors shall be final and binding.

**4. FEES.** The ARB may, subject to approval of the Board of Directors, adopt a schedule of reasonable fees for processing requests for ARB approval. Such fees shall be payable to the Association at the time the material or information is submitted to the ARB for approval. The ARB shall be under no obligation to consider requests for approval until such fees are paid in full.

**Section 5. MATTERS PERTAINING TO ALL COMMITTEES AND ARB.**

A - The duties of committees may be amended, augmented, diminished and transferred by the Board of Directors without amendment to the Bylaws.

The duties of ARB may be amended or augmented by the Board of Directors without amendment to the Bylaws if not in conflict with these Bylaws, Articles of Incorporation or Declaration.

B - In the event correspondence is necessary to be carried out by any committee or ARB, the Secretary shall conduct or perform and mail same at the request of the chairperson of the committee or ARB.

C - Each committee and ARB, when considering Association expenditures exceeding amounts as set by the Board of Directors, shall request approval from the Board. A full report to the Board of Directors shall include the total cost and proposed account to be charged.

D - All committees shall consist of a chairperson and two or more members, one of whom shall be a member of the Board of Directors. The ARB shall consist of at least three members of the Association appointed annually by the Board of Directors.

E - Committee and ARB meetings shall be announced and open to all members.

F - The chairperson of each committee and ARB will be selected by the Board of Directors as permitted per Bylaws.

G - The term of each committee and ARB shall expire after the third board meeting following the annual meeting, not to exceed forty-five days following the annual meeting.

H - The president shall announce all standing committees and ARB no later than the second Board of Directors meeting following election.

## **ARTICLE XII. RULES OF ORDER AND DECORUM**

**Section 1. PARLIAMENTARY AUTHORITY.** The rules contained in Robert's Rules of Order, Simplified and Applied, shall be utilized to govern the Association in all cases to which they are applicable and in which they are not in conflict with the Bylaws, Declaration, or Articles of Incorporation.

**Section 2. RIGHTS OF PRESIDENT AND ASSOCIATION MEMBERS.** The president or presiding officer shall announce the decisions of the body upon all subjects. The president may speak on points of order in preference to other Association members and decide the same without debate subject to appeal by any two (2) members. No person shall speak more than once upon such an appeal.

## **ARTICLE XIII. SEAL**

The Board of Directors shall provide a corporate seal, circular in form, showing the corporate name, the year and the state of incorporation, and the words "corporation not for profit."

## **ARTICLE XIV. COLLECTION OF ASSESSMENT**

Assessments for payment of maintenance assessments shall be made and collected in the manner provided in the Declaration.

These amended and restated Bylaws of The Patio Homes of Chestnut Creek Owners Association, Inc., a not for profit corporation existing under the laws of the State of Florida, were adopted by majority vote of the Association members at the annual meeting of the Association on February 7, 2007.

Richard Sloan, President

State of Florida County of Sarasota

The foregoing instrument was acknowledged before me this 22nd day of February, 2007, by Richard Sloan and Jean Ranly. Said persons are personally known by me.

JAMES S. KRAUT

My Commission expires: April 20, 2009

My Commission No.: #DD415473

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# AMENDED BYLAWS OF THE PATIO HOMES OF CHESTNUT CREEK OWNERS ASSOCIATION, INC.

## **A nonprofit corporation existing under the laws of the State of Florida**

### **I. DEFINITIONS**

All terms used in these Bylaws that are defined in the Declaration of Covenants, Conditions and Restrictions for The Patio Homes of Chestnut Creek (the Declaration) shall have the same meaning as the terms used in the Declaration. However, The Patio Homes of Chestnut Creek Owners Association, Inc. is referred to as the Association, and Properties is referred to as The Patio Homes.

### **II. PRINCIPAL OFFICE**

The principal office of the Association shall be located at 2100 Constitution Avenue, Sarasota, Florida 34231, care of Argus Property Management, Inc. The address of the principal office may be changed at the discretion of the Board of Directors

### **III. MEMBERSHIP**

**1. MEMBERS.** All Owners of land subject to maintenance assessments and maintenance liens shall be members of the Association and must maintain this membership in good standing. Memberships shall be effective upon acquisition of the fee simple title to such lands by an instrument recorded in the Public Records of Sarasota County, Florida. Membership shall automatically terminate upon the sale or other transfer of title by an instrument recorded in the Public Records of Sarasota County, Florida. Reference to this membership in any instrument of conveyance or transfer of title shall be unnecessary. The change of membership in the Association shall be evidenced in the Association records by delivery to the secretary of the certified copy of the deed or other instrument of conveyance.

**2. VOTING RIGHTS.** Each member shall have the voting rights provided in the Articles of Incorporation and any such vote may be cast in person or by proxy executed in writing and filed with the secretary, or managing agent.

**3. ANNUAL MEETING.** The Annual Meeting of the members for the purpose of electing directors and for the transaction of other business as may come before the meeting will be held in Sarasota County at a time, date and location designated by the Board of Directors.

**4. SPECIAL MEETINGS.** Special meetings of the members may be called by the president or by the Board of Directors, or by a written request of a majority of the voting rights of the members, for any purpose and at any time within Sarasota County.

**5. NOTICE.** Written notice of any annual or special meetings of the members shall be mailed to each Owner at least 14 days prior to the meeting. Notice of any special meeting shall state the purpose of the meeting. Unless an Owner waives in writing the right to receive notices of meetings by mail, the notice shall be mailed to each Owner at the address shown on the Association's records, and the post office certificate of mailing may be retained as proof of such mailing. Owners may waive notice of specific meetings, and may take action by written agreement without meetings.

**6. QUORUM.** A majority of the voting rights represented in person or by proxy shall constitute a quorum, and if a quorum is not present, a majority of the voting rights present may adjourn the meeting from time to time. A simple majority of all voting rights present in person or by proxy shall decide any question brought before the meeting, except when otherwise required by the Declaration, Articles of Incorporation or these Bylaws.

**7. PROXIES.** At any meeting of members; a member entitled to vote may do so by proxy executed in writing by the member or by his duly authorized attorney-in-fact. The proxy shall contain the name and address of the Owner or Owners, as the case may be, shall designate the lot number owned by the person or persons granting such proxy, shall contain a designation as to the meeting or meetings concerning which such proxy is to be used, shall contain a statement that the person or persons granting such proxy will not be available for the designated meeting or meetings, and shall contain the name and address of the person or persons authorized to cast such proxy vote. Only individuals who are members of the Association shall be authorized to hold proxies. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully 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 unit Owner executing it, by giving written notice of the revocation to the secretary of the Association.

#### **IV. BOARD OF DIRECTORS**

**1. POWERS.** The Board of Directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties and responsibilities as provided in the Declaration and the Articles of Incorporation.

**2. NUMBER.** The number of directors shall be designated by resolution of the membership from time to time but shall in no event be less than three directors. Each shall be a member of the Association or a person exercising the rights of a person who is not a natural person. Directors shall be elected for a two-year term, in such manner at the annual meetings so that the number of directors serving on the Board from time to time shall have their terms of office evenly divided so far as possible so that half of their terms shall expire at the time of each annual meeting of the meetings.

**3. REGULAR MEETINGS.** A regular meeting of the Board of Directors shall be held immediately after and at the same place as the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the Board. Regular meetings shall be open to all members.

**4. SPECIAL MEETINGS.** Special meetings of the Board may be called by the president or a majority of the directors for any purpose and at any time or place, in Sarasota County. A notice stating the purpose of the special meeting shall be mailed by first class mail or delivered to each director at his address shown in the Association records at least five days before such meeting, unless such notice is waived by any director or directors. Special meetings shall be open to all members.

**5. NOTICE.** Notices of all meetings of the directors, except emergency meetings, shall be posted conspicuously at the Patio Homes Clubhouse at least 48 hours in advance of the meeting. Notice of any meeting where assessments against Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

The Board shall also mail to all Owners at the address last shown in the Association's records a meeting notice and copies of the proposed annual budget of income and common expenses, not less than 30 days prior to the meeting at which the budget will be considered.

The notice shall state the time and place of the meeting of the Board of Directors which will consider the annual budget.

**6. QUORUM.** A majority of directors shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting from time to time. The vote of a majority of directors present shall decide any matter before the Board, except as may be otherwise required in the Articles of Incorporation, these Bylaws or the Declaration.

**7. REMOVAL.** Any directors may be recalled and removed from office with or without cause by a vote or an agreement in writing by Owners having a majority of voting rights in the Association. A special meeting of the Owners to recall a member or members of the Board of Directors may be called by 10% of the Owners giving notice of the meeting as otherwise required for a meeting of Owners, and the notice shall state the purpose of the meeting.

**8. LIABILITY AND INDEMNIFICATION.** Directors shall not be liable to the members of the Association for any mistake of judgment and shall only be liable for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each director against all contractual liability to others arising out of contracts made on behalf of the Association unless such contract shall have been made in bad faith. Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

**9. COMPENSATION.** Directors shall serve without compensation unless otherwise provided by resolution of the membership. However the Association may reimburse directors for reasonable direct expenses incurred in performing their duties as directors.

**10. FIDELITY BONDS.** Any director may be bonded by a surety company selected by the Board in an amount determined by the Board to be sufficient to insure the proper handling of all cash funds and other corporate assets. The cost of such bond shall be paid by the Association.

## **V. OFFICERS**

**1. NUMBER.** The officers shall be a president, a vice president, a secretary and a treasurer, each of whom shall be elected by the Board of Directors. Such assistant officers as may be deemed necessary may be elected by the Board of Directors. The president and secretary may not be the same person. Officers must be members of the Association or a person exercising membership rights of an Owner that is not a natural person. The president must be a member of the Board of Directors. All officers shall serve without compensation unless otherwise provided by resolution of the membership. However, the Association may reimburse officers for reasonable direct expenses incurred in performing their duties as officers.

**2. ELECTION AND TERM.** Each officer shall be elected annually by the Board of Directors at the first meeting of directors following the annual meeting of members and shall hold office until his successor shall have been elected and duly qualified, unless sooner removed by the Board of Directors.

- 3. PRESIDENT.** The president shall be the principal executive officer of the Association and shall supervise all of the affairs of the Association. He shall preside at all meetings of the members and of directors. He shall sign all documents and instruments on behalf of the Association.
- 4. VICE PRESIDENT.** In the absence of the president, the, vice president shall perform the duties of the president and when so acting, shall have the powers and responsibilities of the president. The vice president shall, moreover, perform any duties designated by the Board of Directors.
- 5. SECRETARY.** The secretary may countersign all documents and instruments on behalf of the Association, record the minutes of meetings of members and directors, and give notices required by these Bylaws or the Declaration. The minutes shall be kept in a book available for inspection by Owners, or their authorized representatives, and Board members at any reasonable time. These minutes shall be retained by the secretary or designee for the Association for a period of not less than seven years. The secretary shall have custody and maintain the records of the Association, other than those maintained by the treasurer.
- 6. TREASURER.** The treasurer shall have custody of all funds of the Association, shall deposit the same in such depositories as may be selected as hereinafter provided, shall disburse the same, and shall maintain accounting records of the Association according to good accounting practices, which shall be available for inspection by any member or his authorized representative during the business hours on any weekday. These accounting records shall be kept and maintained in Sarasota County, Florida. At the discretion of the Board of Directors, the functions of the treasurer may be delegated to and performed by a financial institution or an accounting firm, or a manager or management firm located in Sarasota County. No bond will be required of any financial institution or certified public accountants, but shall be required of other firms or persons.
- 7. LIABILITY AND INDEMNIFICATION.** Officers shall not be liable to the members of the Association for any mistake of judgment and shall only be liable for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each officer against all contractual liability to others arising out of contracts made on behalf of the Association unless such contract shall have been made in bad faith. Officers shall have no personal liability with respect to any contract made by them on behalf of the Association.
- 8. REMOVAL.** Any officer may be removed by two-thirds vote of the Board of Directors called for that purpose and the vacancy thereby created shall be filled by an election by the remaining directors at the same meeting.

## **VI. MANAGER AND EMPLOYEES**

The Board of Directors may employ the services of a manager or management firm and other employees and agents as they shall determine appropriate to actively manage, operate, and care for property in The Patio Homes, with such powers and duties and at such compensation as the Board may deem appropriate and provide for by resolution.

## **VII. CONTRACTS AND FINANCES**

- 1. CONTRACTS.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association. This authority may be general or confined to specific instances.
- 2. LOANS.** No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a 2/3 resolution of the Board of Directors, and approved by a majority of the members. The Board may then authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for repayment of loans.
- 3. CHECKS, DRAFTS, ETC.** All checks, drafts and other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall be determined by resolution of the Board of Directors.
- 4. DEPOSITS.** All funds of the Association not otherwise employed shall be deposited to the credit of the Association in savings and loan associations, banks, trust companies, or other depositories selected by the Board of Directors.
- 5. FISCAL YEAR.** The fiscal year of the Association shall begin on the first day of January of each year.
- 6. BUDGET AND PROCEDURE.** Notice of any meeting at which the annual budget shall be considered by the Board of Directors shall be given as provided in Article IV, Section 5. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

## **VIII. VACANCIES**

A vacancy in any office or in the Board of Directors shall be filled by the Board of Directors although less than a quorum remains by reason of such vacancy, the Board will be required to appoint to fill such vacancy.

## **IX. AMENDMENTS**

These Bylaws may be altered, amended or rescinded by a simple majority vote of all voting rights of all members of the Association.

## **X. REGULATIONS**

The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of The Patio Homes, and restrictions upon and requirements respecting the use, maintenance and appearance of the Common Areas and Limited Common Areas of the Patio Homes as may be deemed necessary and appropriate from time to time to assure the use and enjoyment of all Owners and to prevent unreasonable interference with the use and enjoyment of the Common Areas and Limited Common Areas. However, rules and regulations may not be contrary to the Declaration, the Articles of Incorporation, and

these Bylaws. A copy of such regulations shall be furnished upon request to each Owner and subsequent purchasers of lots and shall be posted and remain available in the offices of the Association. The Association may charge a reasonable fee in connection with a transfer or sale of a lot or parcel in The Patio Homes, or in connection with any approval required of the Association.

## **XI. COMMITTEES**

The Board of Directors may establish such standing or special committees as the Board may, from time to time, deem advisable. Each committee thus established shall consist of a chairman and two or more members, one of whom shall be a member of the Board of Directors. Committee meetings are advertised and open to all members.

## **XII. ARCHITECTURAL REVIEW BOARD**

Provisions have been made in the Declaration for review and approval or disapproval of improvements on the property, buildings, and other matters. These powers shall be exercised in the following manner:

**A. POWERS.** The review powers shall be administered and exercised by an architectural review board (ARB), which shall consist of at least three members appointed annually by the Board of Directors. The members must be members of the Association.

**B. GUIDELINES.** The ARB may establish guidelines for improvements to property in The Patio Homes to supplement criteria established in the Declaration, which shall be referred to as the architectural planning criteria, and which shall initially be approved by the Board of Directors. Any modification or amendment of the architectural planning criteria must be approved by the Board of Directors.

**C. DECISIONS.** All decisions of the ARB shall be submitted in writing to the Board of Directors and to the Owner or party submitting the matter for decision to the ARB. Any Owner or party aggrieved by a decision of the ARB shall have the right to have the Board of Directors review the decision, provided that a written request for review, stating in brief terms the reasons why the review is sought, is filed at the principal office of the Association within 30 days from the date a copy of the decision of the ARB is either personally delivered or from the date the ARB's decision is placed in the U.S. mail, addressed to the Owner or other party, with postage prepaid. The matter shall be decided by the Board of Directors within 60 days from the date the request for review is filed. The Owner shall be notified at least 14 day in advance of the meeting of the Board of Directors at which the matter will be considered, and shall have the right to attend the meeting and be heard on the matter. The decision of the Board of Directors shall be final and binding.

**D. FEES.** The ARB may, subject to approval of the Board of Directors adopt a schedule of reasonable fees for processing requests for ARB approval. Such fees shall be payable for the Association at the time the material or information is submitted to the ARB for approval. The ARB shall be under no obligation to consider requests for approval until such fees are paid in full.

## **XIII. SEAL**

The Board of Directors shall provide a corporate seal, circular in form, showing the corporate name, the year and the state of incorporation, and the words "corporation not for profit."

#### **XIV. COLLECTION OF ASSESSMENTS**

Assessments for the payment of maintenance assessments shall be made and collected in the manner provided in the Declaration.

These amended Bylaws of The Patio Homes of Chestnut Creek Owners Association, Inc., a nonprofit corporation existing under the laws of the State of Florida, were adopted at the annual meeting of the Association on February 1, 1994.

Original signed by Eleanor Preisendorfer, Secretary    Approved: signed by David Wheeler, President

THE PATIO HOMES OF CHESTNUT CREEK HOMEOWNERS ASSOCIATION, INC. ANNUAL MEETING TUESDAY, FEBRUARY 1, 1994 4:00 P.M.

PAGES: The Annual Meeting of the Patio Homes of Chestnut Creek was called to order by the President, Art Dalton, at 4:00 P.M. Proof of Notice was rendered by Affidavit of Mailing to the Owners and a quorum was established with 43 units represented by both attendance and proxies.

Secretary's Report: The 1993 Annual Meeting Minutes were read by Suzanne Martin. MOTION was made by Russ Powis and seconded by George Najar to approve the minutes as presented.

MOTION PASSED.

Treasurer's Report: It was announced that the statements for the fiscal year ending December 31, 1993, were mailed to the Owners.

Nominations from the Floor: The President requested nominations from the floor no less than three times. Hearing none: MOTION was made by Suzanne Martin and seconded by Bob Fitzmorris to close the nominations and to instruct the Secretary to cast a unanimous ballot for Robert Murphy and Randy Mason for a two-year term of office.

MOTION PASSED.

Amended Bylaws: MOTION was made by George Najar and duly seconded the amended Bylaws as presented.

MOTION PASSED

Appreciation was extended to all of the Committee Chairpersons and volunteers for their hard and dedicated work for the Association over the past two years.

Appreciation was extended to the departing members of the Board for their hard and dedicated work for the Association. There being no further business to come before the Association, Motion was made by Bill Conway and duly seconded that the meeting be adjourned.

MOTION PASSED.

The meeting adjourned at 4:15 P.M.

Respectfully submitted,    Candy O'Grady for The Secretary

# IV

## **GENERAL INFORMATION**

1. Patios HOA Information
2. General Rules & Regulations – Potential Owners



## **I.     Patio Homes of Chestnut Creek**

### **General Information**

**Board of Directors Meeting – Clubhouse (TBD as needed by BoD and Posted)**

**Board Workshop – Clubhouse (TBD as needed by BoD and posted)**

The goal of the Board of Directors is to represent all Lot Owners to insure that programs and management are in place to enhance the living conditions and property values of the Patios.

### **Association Committees**

**1.     ARB Committee – Monthly (As needed & Posted)**

The goal of the Architectural Review Board is to maintain the consistency in the exterior appearance of the homes in the community. The Committee reviews the exterior structure, roofs, driveways and light posts for inconsistencies.

(Use ARB Request Forms for any modifications or requests)

**2.     Grounds Committee – Monthly (As needed & Posted)**

The goal of the Grounds Committee is to maintain the landscaping, shrubbery and trees at each home to give consistent appearance to the community.

Mowing, sod replacement, trimming, pest control, palm & tree trimming will be announced as scheduled.

(Use Grounds Request Forms for any modifications or requests)

**3.     Irrigation Committee – Monthly (As needed & Posted)**

The goal of the Irrigation Committee is to manage the irrigation of the lawns and comply with the Sarasota County Water Board Management rules.

(Use Irrigation Request Forms for any modifications or requests)

**4.     Clubhouse Committee – Monthly (As needed & Posted)**

The goal of the Clubhouse Committee is to maintain the Clubhouse, pool, tennis court and shuffleboard court to the standard set by the community for the pleasure of the community.

(Use Clubhouse Request Forms for any requests or information)

## **II. Patio Homes of Chestnut Creek**

### **General Rules & Regulations**

#### **Summary for Potential Owners**

1. **Rentals** – Only the entire unit may be rented. No unit may be rented by the Owner until 24 months of Ownership is completed. The unit may not be rented for less than 90 days and more than 2 times during any calendar year. Renters are subject to the Articles of Incorporation, the Declaration of Maintenance and Land Use Provisions and Rules and Regulations and all other properly promulgated rules and regulations and amendments in effect during their rental period.
2. **All exterior modifications** of the residence need to have written approval from the Architectural Review Board. Failure to do so could result in an Association request to return the modification to the original state. Modifications include, but are not limited to, structural changes, grounds and landscaping, exterior surfaces, doors, windows, roofs, lanais, pools, screens, or any outside modification that would alter the general appearance of the community. Each Lot Owner is responsible for the maintenance of the exterior surfaces and premises of their dwelling so as to be in conformance with the general state of maintenance and average appearance of other Dwelling Units. Lot Owners are to promptly affect the repair of any casualty occurring on their Lot which adversely affects an adjoining Lot.
3. **Parking** of commercial vehicles is allowed only during normal business hours. Except for automobiles, vans and trucks without commercial signage, no other vehicle shall be parked or stored on a Lot except fully within the enclosed garage of the dwelling. Occasional street parking for and by social guests shall be permitted. Vehicles are prohibited from parking on any portion of the Lot except the paved driveway section. Vehicles prohibited from being parked in open view upon a Lot shall include carts, motor homes, recreational vehicles larger than normal vans, boat and other trailers, boats, racing vehicles, aircraft, off-road vehicles, motorcycles, campers and any vehicle whatsoever which is non-licensed or inoperative.
4. **Common parking** area opposite and adjacent to the Clubhouse is limited to Patio community events, overflow usage by resident social events (duration one day) and normal visitations to the Clubhouse for social or business reasons. Parking in these areas at any other time is prohibited unless authorized by the Board of Directors.
5. **Animals** – Only domestic canines or felines and ornamental birds are permitted. When outside, domestic animals shall be kept on a leash and Owners are responsible for the removal of fecal matter. No animal shall be allowed to create a noise audible on any adjoining Lot to such an extent as to be offensive to a person of ordinary sensitivity. Animals may not be kept, bred, or maintained for commercial purposes.

6. **Damages** – Lot Owners shall be responsible directly to the Association for damage to Limited Common Area improvements resulting from the actions of said Owners, tenants and guests, their employees, agents or independent contractors furnishing labor or materials to Owners.
7. **Lighting** – Lot Owners are responsible for the maintenance of their front yard lighting fixture.
8. **HOA Fee** – The annual maintenance assessment shall be paid by each Owner in equal monthly installments in advance of the first day of January and on the first day of each month thereafter. Ten days after the day the maintenance fee is due, a late fee of 18% per annum will be assessed. All new Owners are obligated to use the Automatic Payments Plan for maintenance fee payment.
9. **Residence** – No Residence shall be used except for single family residential purposes.
10. **Pool** – Pool usage times, rules and regulations are posted at the pool and should be adhered to by Owners and families, tenants and guests. The tennis court rules are also posted and should be observed in a similar fashion.
11. **Behavior** – Owners are expected to observe the normal Patio standards of noise and behavior that will not unduly disturb other Lot Owners.
12. **Redbook** – New Owners and authorized renters are responsible for obtaining the Redbook containing all Patio documents and policies from the previous Owner or from the Patio Website. They should also familiarize themselves with those documents and policies.

The Board of Directors strongly urges new Owners and authorized renters in addition to the Rules and Regulations stated above to become knowledgeable about all sections of the various documents.

**PURCHASER/LESSEE**

\_\_\_\_\_  
DATE: \_\_\_\_\_

**PURCHASER/LESSEE**

\_\_\_\_\_  
DATE: \_\_\_\_\_

**RETURN WITH PATIO HOMEOWNERS MEMBERSHIP/LEASE APPLICATION TO:**

Keys Caldwell, Inc., 1162 Indian Hills Blvd., Venice, FL 34293

8/22/2018 rjd

# V

## **A. ARB GUIDELINES & POLICIES:**

1. General Guidelines:
2. Exterior Paint Policy:
3. Roof Tile Replacement – Red / White Roofs:
4. Driveway / Walkway :
5. Exterior Guidelines - Doors, Garage, Screening:
6. Outdoor Lighting Policy:
7. Approved Outdoor Lighting Fixtures:
8. Lanai Enclosure Guidelines:
9. Hurricane Shutter Policy:

## **GENERAL (ARB) GUIDELINES**

The “Patios Look,” one of lovely landscaped grounds and exterior home styles of a similar nature, reflects the feeling of a community that cares about and for itself. For many of us it was the reason we were attracted originally to the area. And for those who have been part of the Patios from inception and during the growth years, it demonstrates the good stewardship of the association and all its residents. We all are proud to invite family, friends, and acquaintances to our homes. Part of that pride is the recognition that our neighborhood looks attractive and is well maintained.

**The Architectural Review Board (ARB)** exists to control the overall appearance and conformity of the Patio homes. It ensures the adherence to the provisions of the land use documents while making certain that any construction and alterations blend in with the character of the neighborhood. The vast majority of us recognize that granting seemingly small exceptions to the land use document and bylaws inherently opens the door to larger and more conspicuous variances that ultimately can seriously affect the overall look of the Patios.

With all of the above in mind the ARB will attempt to periodically communicate in the newsletter more information on various aspects of the architectural guidelines. This means that if an exterior view of your property does not comply with the guidelines to maintain the conditions, look and/or standards that we as residents have all agreed to that the ARB will notify you of the perceived violation and request to comply. This also includes requiring the approval of the ARB for any improvements to your property that is external to your home. Hopefully a better understanding of the specifics and background behind many of the policies will help in minimizing problems concerning owners’ requests for architectural changes.

**Notification and Right to Appeal:** All notices of failure to comply with covenants and decisions of the ARB on Property Request Improvements shall be submitted in writing to the Board of Directors and to the Owner or party submitting the matter for decision to the ARB. Any Owner or party aggrieved by a decision of the ARB shall have the right to have the Board of Directors review the decision, provided that a written request for review, stating in brief terms the reasons why the review is sought, is filed at the principal office of the Association within 30 days from the date a copy of the decision of the ARB is either personally delivered or from the date the ARB’s decision is placed in the U.S. mail, addressed to the Owner or other party, with postage prepaid. The matter shall be decided by the Board of Directors within 60 days from the date the request for review is filed. The Owner shall be notified at least 14 days in advance of the meeting of the Board of Directors at which the matter will be considered, and shall have the right to attend the meeting and be heard on the matter. The decision of the Board of Directors shall be final and binding.

## EXTERIOR PAINTING POLICY Revised, Feb. 2020

The amended and restated second supplemental land use provisions for the Patio Homes of Chestnut Creek under Article VI, Architectural Control, Section 6.2-Prohibition of Alterations and Additions, states that "EXCEPT AS HEREINAFTER PROVIDED, NO ADDITION TO, ALTERATION OF OR CHANGE IN COLOR AND MATERIAL USED SHALL BE MADE TO ANY DWELLING UNIT EXCEPT AS MAY BE SPECIFICALLY PERMITTED BY THE ASSOCIATION IN WRITING."

In this regard the following specifications apply to all exterior painting:

### PHASE I (All Red Tile Roofed Homes)

<b>Stucco</b>	L-12 Smoke Low Luster
<b>Fascia Wood Trim</b>	396 Rust/Brown semi-gloss, 430 Accent
	420 Velvet Supercoat
<b>Exterior Doors and Trim</b>	L-12 Smoke semi-gloss

### PHASE II (All White Tile Roofed Homes)

<b>Stucco</b>	All Low Luster paints (Cannot be L-12 Smoke Low Luster)
Alabaster (gray)	
Provincial Tan (yellow)	
Whisper Gold (light yellow)	
Washed Pebble (oyster)	
Flax (pink)	
Flex Bonn (pink)	
Sugar Cookie (tan)	
Softened Green (light green)	
<b>Stucco Trim</b>	L-12 Smoke low luster
<b>Fascia Wood Trim</b>	L-12 Smoke semi-gloss
<b>Exterior Doors &amp; Trim</b>	L-12 Smoke semi-gloss (or the same color as the base color of the stucco)

In addition, the following applies:

1. Changes in the stucco color (except stucco trim) will be permitted in Phase II, if:
  - a. One of the approved colors is used and the new color is NOT the same color as the colors on either side of the home being changed.
2. There will be no change in the trim colors for Phase II.
3. All exterior painting must be approved by the Architectural Review Board.
4. All approved colors can be found at Benjamin Moore, 1945 Tamiami Trail So., Venice, however paints can be purchased by other manufacturers strictly following the Paint samples found in Clubhouse Exterior Color binder revised 2020.

## **Red Roof Tile Replacement**

### **Cement Tiles**

The following cement tiles have been approved:

Manufacturer:	Boral
Profile:	Barcelona 900
Color:	Gold Dust or Tangelo
Manufacturer:	Eagle Roofing Products
Profile:	Capistrano
Color:	Sevilla Range (39508)

Similar products and colors may be available from other manufacturers and may be used with prior written approval.

### **Clay Tiles**

Approved clay tile is:

Manufacturer:	Eagle Tile
Profile:	Santa Fe Spanish S
Color:	<i>Probably RED but <b>bring sample to ARB before ordering</b></i>

Clay tiles are also manufactured by Boral and Vera, and colors and profiles substantially similar to the above may be used with prior written approval. There is some information that states that roof tile manufactures do not carry clay tile anymore.

## **White Roof Tile Replacement**

### **Cement Tiles**

The following cement tiles have been approved:

Manufacturer:	Boral
Profile:	Barcelona 900 / Villa 900
Color:	Estate-Ultra White
Manufacturer:	Boral
Profile:	Estate S
Color:	White Color Coat /

While the Association does NOT recommend any particular source of tiles, ABC Supply in Sarasota and Punta Gorda represents all of the manufacturers listed above.

**Revised April, 2019**

## **DRIVEWAYS & FRONT WALKS**

Public sidewalks, including the portion that is part of your driveway, may not be stained. This is a safety consideration because stained surfaces may be slippery.

Driveways and private front walks may be stained with (formerly Scott brand) Concrete Sand, Color 706 or Anvills Catalina Stone (available from Babes Hardware).

Please note that stains may be obtained from any paint vendor. The Board is not endorsing any brand of paint or vendor. Many large paint vendors have a file on the Patios and can match any of the approved colors. Additionally there are “paint sticks” at the Clubhouse that residents may use to take to paint vendors to match colors.

## **SEE LAND USE PROVISION AMENDMENTS FOR UPDATED POLICY ON DRIVEWAYS AND WALKWAYS**

### **DRIVEWAY PAVERS**

The following driveway pavers have been approved:

#### **Red Roof Houses**

Manufacturer:	Stabil
Color:	Harvest Moon
Manufacturer:	Flagstone Pavers
Color:	Indian Summer

#### **White Roof Houses**

Manufacturer:	Stabil
Color:	Antique
Manufacturer:	Flagstone Pavers
Color:	White-Tan-Charcoal or Willow

**Substantially similar products and colors are available from other manufacturers and may be used with prior written approval.**

**Revised February 2020**



## **FRONT EXTERIOR DOORS**

Board Approved May 25, 2016

Front doors must be white, or may be painted the same as the approved base color of the exterior house paint. Example: a home with base color Provincial Tan may have the front door painted Provincial Tan.

**All door replacements, if different from your currently existing door, must be approved by ARB prior to installation.**

## **SCREEN DOORS:**

Screen doors on front door must be white or painted the same (approved) base color of exterior house paint.

## **GARAGE DOORS:**

Garage doors must have the same appearance and design as the neighborhood garage doors. However, they may or may not have windows.

## **OUTSIDE STORAGE**

Nothing should be stored on side of homes. Trash cans and recycling containers should be in garage if possible. If they are stored outside they should be on the side of homes, with secure lids and hidden from view from the street (see CCMA 4.6). Grills and garden hoses may be hung or stored on the side of home.

## **GUTTERS AND LEADERS**

On white roof homes, the gutters and leaders must be white. On red roof homes, the gutters are brown, and the leaders must be brown or white.

## **CLOTHES DRYING**

Outdoor Clothes Drying Mechanisms and their location placement must be reviewed and approved By the ARB.

## **OUTDOOR LIGHTING POLICY**

In an ongoing effort to implement Article VI of the “Land Use Provisions” of the Patio Homes of Chestnut Creek, the Architectural Review Board has established guidelines for the use of outdoor lighting.

Except for the Holiday Season (December 1 through January 15) the following will be in effect starting May 1, 1996.

- (1) Approval must be obtained in writing prior to the installation of any outdoor lighting.
- (2) Low voltage/wattage Malibu or Malibu type lights will be permitted under the following guidelines:
  - (a) Use of lights in front of a dwelling should be limited to walkway from the front door area to the driveway.
- (3) Requests for limited use of above types of lighting at the side or rear of dwelling will be considered on an individual basis.
- (4) Requests will be considered for lighting at the rear of a dwelling for security purposes only.
- (6) Compliance date is July 1, 1996 for Owners having lights not in conformance with the above rules.

Requests should be made in writing to the Architectural Review Board. Any questions regarding the above should be directed to the Chairman of the Architectural Review Board or one of its members.

THE PATIO HOMES OF CHESTNUT CREEK OWNERS ASSOCIATION, INC.

The Patios of Chestnut Creek standard outside light fixtures for walls by garage door and post lights.

**REPLACEMENT OR NEW CONSTRUCTION**

POST FIXTURE: MELISSA LIGHTING # 1550  
CAST ALUMINUM W/ANTIQUE BRASS FINISH,  
CLEAR "RIPPLE" ACRYLIC PANELS AND 3-LIGHT CLUSTER.

WALL FIXTURE: MELISSA LIGHTING # 1556  
CAST ALUMINUM W/ANTIQUE BRASS FINISH,  
CLEAR "RIPPLE" ACRYLIC PANELS AND 3-LIGHT CLUSTER.

Available From: FRANKLIN LIGHTING  
3600 LOCKWOOD RIDGE RD., SARASOTA, FL

Contact: MARY TUCKER 941-355-2550

Mention that they are for use in the Patio Homes of Chestnut Creek.  
No ARB approval is required for use of these fixtures.

**Revised February 15, 1999**

## **OUTSIDE LIGHT AND CAMERA FIXTURES**

Front lawn lamp post must be a black color, and the post fixture may be black, gold or brass color. Fixtures on garage must be black, gold or brass to match the post lamp. Crossbar must be black and spheres black or gold. It should be a three-candelabra size lamp fixture with no more than 40-watt lamps. ARB approval is needed to replace the fixtures. Please include photo of new fixture when submitting ARB application.

The fixture above the entrance door should not be the type that hangs and sways in the wind.

No rear or side security spot or floodlight can be pointed at or shed light on a neighbor's home or property. It must be motion sensitive (not left on all night.)

No security camera may be pointed at or collect an image of a neighbor's home or property without their consent in writing to the ARB. ARB location approval is needed when installing these lights and cameras.

No flood or spot lighting can be directed towards the front of a home, except for one light pointed downward at the American flag, with no light shining on the roadway or a neighbor's property. Flagpole lighting must be close to the flagpole shining upwards illuminating the flag only. No lighting of trees or shrubs is allowed except for holiday lighting. Flag lighting location and type must be approved by the ARB.

Walkway lighting to the front door must be Malibu\* type lighting no higher than 12 inches from the ground and no more than a 7-watt lamp. The light must shine on walkway only. Any wiring must be buried underground.

\*Malibu is a brand name used for a type of fixture; there are other manufacturers.

## **April 2008 - Updated General Information, Rules & Guidelines Lanai Enclosure Guidelines Updated**

Frequently residents wish to enclose their lanai in various ways, and the following should more clearly provide a framework of how this architectural change is being viewed in the context of the land use documents.

1. If a lanai is currently under roof (i.e., a room screened in but covered with a tile roof), the screen sides can be replaced with windows and kickplates that are in conformance with the architectural style and construction quality existent in the Patio homes. Any change needs approval by the ARB.
2. If a lanai is screened on top, the only remedy authorized currently is enclosing the lanai under roof with tile matching that on the residence as it now exists. No other roof covering (metal, wood, plastic, etc.) has been manufactured that conforms to the architectural style and quality now prevalent in the Patio homes. Any change needs approval by the ARB.
3. Use of any material to cover the roof or screened sides of the lanai from the inside of the screened enclosure falls under the same restrictions,
4. Florida screen may only be used within 24 inches from the ground around lanai.

**If you are considering any lanai changes, please contact an ARB member for guidance about application criteria.**

### **Rescreening Lanai or Home windows:**

There is no requirement to notify the ARB for rescreening your lanai or windows, if using the approved or same material.

### **REPLACING LANAI FRAME:**

Red roof homes – the lanai frame may be all white aluminum or all bronze aluminum.

White roof homes – lanai frame must be all white aluminum ONLY. If adding a lanai frame or enlarging your lanai, you must request the change through the ARB and obtain all necessary permits. Lanai can be no more than 16 feet deep from the rear of your home without crossing your property line and no wider than the width of your home. It must have at least one egress door.

## HURRICANE SHUTTER POLICY

The Architectural Review Board in conjunction with the Board of Directors exists to ensure the adherence to the provisions of the Land Use documents, while making certain that any construction and alterations blend in with the character of our neighborhood.

The goal of this policy is to allow certain hurricane shutter options within the framework and insure prudent construction standards that will maintain the integrity of the residence. The granting of variances and options as well as certain restrictions under this policy will be governed by Section 4.15 of the Amended and Restated Declaration of Maintenance and Land Use Provisions for Chestnut Creek, p. 17, dated July 27, 1999, and Article V, Section 5.9 of the Patio Homes Land Use document, p. 12, dated May 6, 1999.

All hurricane shutter styles installed before April 30, 2006 are acceptable. Effective April 1, 2007 & April 1, 2011 the Hurricane Shutter Policy was revised.

Effective December 1, 2012 the Policy is further revised; Italics indicates new language in the Apr 1, 2011 & Dec 2012 revisions. All hurricane shutters approved between April 2007 and March 31, 2011 are grandfathered. When hurricane shutters are replaced, they must conform to the current policy.

1. Shutters must be one of five styles:
  - a. Permanent roll type with slats made of white aluminum or PVC
  - b. Permanent clear, polycarbonate panels
  - c. Removable corrugated white aluminum or clear polycarbonate panels
  - d. White Accordion style hurricane shutters that match the openings they are covering.
  - e. Certified Fabrics in white only.

See paragraph 11 for other shutters approved to be used during a hurricane.

2. Shutters of the Roll type must have bolts, nuts and washers of stainless steel or aluminum alloy. All concrete anchors shall be Red Head or equivalent. Roll-type shutters may have controls that operate from inside the dwelling and be either electric or manual.

3. All types of shutters, attaching hardware, and devices, must be either white or clear. Prior to this revision, white or clear was required only on the front of the home.

4. Deployment of hurricane shutters is permitted only during the period from June 1 through November 30. Only clear polycarbonate panels may stay in place at all times. If shutters are used when away for security, they must be "clear type." Prior to Dec, 1, 2012 there were no deployment dates specified.

5. Shutters must be installed on outside walls above windows and sliding doors and under the eaves where applicable. On lanais, all shutters must be installed on the inside of the screened area.

6. Homeowner agrees to indemnify, defend and hold harmless the Patios Homeowners Association from any claims, actions, cost or expense including, but not limited to, attorneys' fees arising out of or because of the construction or maintenance of the hurricane shutters.

7. Homeowners wishing to install hurricane shutters shall submit to the Architectural Review Board a written request. The request must include drawings which detail the specifications of the project as well as a sketch or picture of what the shutter will look like once installed. The method of installation to the residence must also be included.

8. The Board of Directors, through the ARB, will have 30 days from the date the request is submitted to act upon the request. However, every effort will be made to expedite the Owner's request and application as quickly as possible.

9. Any Owner or party aggrieved by the decision of the ARB shall consult their Amended and Restated Bylaws of the Patio Homes of Chestnut Creek Owners Association, Article XI, Section 4.C, page 9.

10. It is expressly understood and agreed that these conditions shall be binding upon Owner and also heirs, successors, and interest or assigns of Owner, and shall be the condition implied in any conveyance or other instruments affecting title of affected home.

11. During an actual hurricane, all approved shutters can be deployed. In addition, plywood, fabric, etc. can also be put in place three days prior to a hurricane but must be removed within three days after the hurricane has passed.

12. Shutters must comply with current South Florida building codes. Specifications must comply with state and county building codes. Florida State warned that you must have two exits from homes if shutters cannot be opened from within the house.

The Homeowner has the responsibility to ensure that all state and county codes are met. Approval by the ARB and Board of Directors does NOT imply conformance with applicable codes.

**Revised December 1, 2012**

### **TV Antenna Policy**

Antenna/satellite dish installation is allowed in the Patios but is limited to one per home. The antenna/dish itself should be no larger than 39 inches in diameter and must be located in the rear or rear side of the home. The antenna/dish cannot be placed on or attached to the roof for safety reasons. The antenna/dish should be placed on or attached to the soffit below the roof line, with the cable running from the inside of the home and through the attic with no more than 3 feet of cable exposed from the exit point of the attic to the antenna or dish itself. The exposed cable must be securely attached to the soffit and not hanging or sagging. The placement and location of the outdoor antenna or satellite dish must be approved by the ARB prior to installation. Please see *Telecommunications Act of 1996* for detailed allowances if adequate reception cannot be obtained using above guidelines

Revised January 30, 2022

# V

## **B. GROUNDS COMMITTEE GUIDELINES:**

1. Landscape Maintenance Guidelines & Policies:
2. Authorized Replacement & Planting Guide:
3. Exterior Concrete Surfaces & Landscape Edging:



## **LANDSCAPE MAINTENANCE GUIDELINES AND POLICIES**

- I. The Association is responsible for the following as part of the monthly maintenance fee. The scheduling of any special work, replacements, or repairs will be done at the direction of the Grounds Committee:
- A. To cut, trim, and /or repair sodded areas or add to and replace as necessary all areas with sod and/or plugs. This is for any areas in front or side of the lot which is visible from the street. . Rear yard areas would not be covered by the Association under normal circumstances due to budget constraints (This has been an unwritten guideline for at least ten (10) years. The Association will replace dead or diseased landscaping. The Association will maintain ornamental shrubbery on residents' lots in such a way as to facilitate routine maintenance. Individual Owners who require exceptions to routine maintenance may do so upon approval from the Grounds Committee. The extra cost of such work will be billed directly to the Owner.
  - B. To cut and trim all shrubs and privacy hedges on an as-needed basis to retain an attractive form. All shrubs growing next to buildings shall be pruned in such a manner as to create a space between the plant and the building of approximately 6-12" depending on the placement of the plant. ALL shrubs and privacy hedges shall not exceed 7' in height.
  - C. To replace all dead or diseased palm trees. The replacement cannot be done in the same diseased area. However, the grounds will replace the Owner's loss with a hardwood or shrub of their choice.
  - D. To replace all dead or diseased privacy hedges, bushes, and trees only with plants deemed appropriate by the Grounds Committee.
  - E. To treat all turf, trees, and shrubs with fertilizer and appropriate controls for diseases, weeds, and pest infestation subject to limitations imposed by the EPA or the State of Florida.
  - F. To trim hardwood trees up to 15 feet in canopy height. Shaping and pruning of hardwood trees will be paid by the Owner (Except for the scheduled cutting).
  - G. To trim palm trees a minimum of once per year.
  - H. To hard trim oak trees above 15 feet once every two years.
  - I. To remove shrub trimmings and grass clippings caused by the Landscape Company.
  - J. To maintain areas around shrubs. A non-selective, post emergent herbicide shall be used and/or hand weeding will be done. Where shrubs and plants are close together, hand weeding will be done as necessary.
  - K. To pay up to \$250.00 for the replacement of a dead or diseased tree, hardwood, or palm.
  - L. The Association believes that the oak trees are an enhancement to the community. Therefore, every attempt should be made to retain them. It is recognized that there can be justifiable reasons to remove an oak tree. Such removal must have the written approval of the Grounds Committee and an Arborist (Removal of large oak trees is governed by Florida Statute Section 163.045). The Grounds Committee must be notified, and the removal is at the expense of the Lot Owner. Stumps must be ground down and the area re-sodded at the Owner's expense. Lot Owners are encouraged to replace these spaces with hardwood trees.
- II. Residents are expected to adhere to the following:
- A. The addition, removal, or replacement of trees of any type requires written approval of the Grounds Committee. A list of approved trees and shrubs can be found in the Redbook. Removal of large trees is governed by Florida State Law, Section 163.045.

- B. The enlargement of any existing beds of flowering plants or ornamental shrubbery is prohibited without written approval of the Grounds Committee.
- C. Citrus trees are not permitted.
- D. Flowers may be added to existing beds at the Owner's expense.
- E. Bird feeders are not permitted.
- F. The Association is not responsible for damaged property from outside vendors.

### III. Guidelines for use of decorative rock and/or mulch in existing landscape beds:

At the Owner's expense, mulch or river rock gravel may be incorporated into the layout of any existing landscape beds in accordance with the following restrictions:

- A. Mulch may be applied to any existing landscape beds if a cypress or red color is used. Other colors must be approved by the Grounds Committee in writing. Written requests and written approval are necessary for installation.
- B. River rock (#2B or ¾ inch) either white or brown may be used. Any other material must be approved by the Grounds Committee before installation.
- C. A commercial grade of black edging or other approval material must be installed where the river rock borders a grassy area. No edging shall have an outer edge (the edge abutting mowed areas) exceeding two inches above ground level.
- D. Concrete edging surfaces (garden borders) are the sole responsibility of the homeowner, with no recourse back to the HOA for damages.
- E. Homeowners must adhere to the following procedures and requirements:
  1. All requests for such orders, including color desired, must be presented to the Grounds Committee in writing and receive written approval before installation.
  2. Concrete edging may not exceed a height of two inches along the grass and four inches above ground level.

### IV. Catastrophic event

If a catastrophic event occurs, either natural or man-made, special action will be taken. There is a Reserve Fund for such an event, and these Reserve Funds will be used in an effort to bring the Patios' grounds and landscaping back to the level prior to the event.

### V. All landscaping is to comply with the community standards currently in effect for the Patios.

These rules provide the basic guidelines for maintenance of your grounds. Not every situation or condition can be covered in this document; therefore, in cases where such rules are not clearly delineated, the expressed written opinion of the Grounds Committee shall become the ruling on such matters. Homeowners may appeal Grounds rulings to the Board.

**Revised January 2020**

## **PATIOS' REPLACEMENT AND PLANTING GUIDE**

This list of shrubs, ground covers, and trees is the Approved Replacement and Planting Guide for all residents and the Landscape/Grounds Committee of the Patios of Chestnut Creek. If the Association accepts responsibility for replacing a shrub, tree, or ground cover, it will be replaced with a plant from this list only. If the homeowner wishes to replace a plant not found on this approved list, it must be done at the homeowner's expense after receiving approval from the Grounds Committee. We ask your cooperation as we continue to strive for lower cost, frost resistant, drought tolerant, and non-invasive plantings.

### **LARGE TREES**

Laurel Live Oak  
Live Oak  
Florida Maple  
Native Palms

### **PALMS**

Christmas Palms  
Tufted Fishtail  
Pygmy Date  
Foxtail

### **MEDIUM TREES**

Bottle Brush  
Palatka Holly  
Southern Magnolia  
Ligustrum  
Podocarpus Nagi  
Yew Podocarpus  
Std Crepe Myrtle  
Taboura (gold tree) Yellow  
Magnolia Ivory  
Cassia (scrambled egg)  
Yellow  
Jacaranda Blue/Purple  
Hong Kong Orchid Purple  
Southern Bayberry  
Simpson Stopper  
Jatrophia

### **SHRUBS**

Arborvitae  
Bird of Paradise  
Bougainvillea  
Boxwood  
Cerissa  
Crepe Myrtle  
Croton  
Crown of Thorns  
Flax Lily  
Florida Azalea  
Ginger  
Hawthorn  
Hibiscus  
Holly  
Indian Hawthorn  
Ixora  
Jasmine  
Juniper  
Ligustrum  
Pittosporun  
Philodendron

Podocarpus  
Plumbago  
Sago  
Shefflera  
Snowbush  
Thruallis  
Ti Plant  
Viburnum

### **GROUND COVERS**

Dwarf Confederate  
Heather  
Liriope  
Mondo Grass  
Periwinkle  
Purslane  
Sword Fern  
Wandering Jew

## **LANDSCAPE EDGING**

The homeowner must adhere to the following procedures and requirements:

1. All requests for such borders, including color desired, must be presented to the Grounds Committee in writing and receive written approval before installation.
2. Concrete edging may not exceed a height of four inches above ground level.
3. No edging shall have an outer edge (the edge abutting mowed areas) exceeding two inches above ground level.
4. Commercial grade black edging must conform to the Landscape Guidelines and Policies dated June 2009, Item 3.D.
5. Any additions and/or changes with stone and or cement placed in the front yards of homes shall be required to obtain approval from the Grounds Committee.

## **SCREENING:**

(For around AC units, lanais, etc.)

Only plant screening is allowed, and it must be approved by the Grounds Committee in writing prior to installation.

# V

## **C. IRRIGATION COMMITTEE GUIDELINES:**

1. Definition, Operations and Scheduling

## **IRRIGATION**

Our irrigation system is serviced by an outside contractor. It is the responsibility of the property owner along with the contractor, if needed, to identify damaged or inoperative sprinkler heads. The current irrigation schedule provides each lot in the Patios watering once every week for 45 minutes (As allowed by county). Specific days and times for each lot are listed on the Bulletin Board at the Clubhouse.

The system operates from a pump house located just west of the entrance to the Patios where two pumps take water from the lake for distribution to all the Patios properties. Each lot in the Patios is served by a design of sprinklers that cover the area of the property and, in some installations, water boundary line areas. With few exceptions, systems of adjoining properties are not watered at the same time.

Once each year, in the fall, the Association can request the contractor to clean the area around each sprinkler head and check the operation and direction of the spray. (This service may be done a second time in the spring if necessary.) The contractor will also check the entire systems operation. If an Owner wants an upgrade from our stick type sprinkler heads to the “Pop Up” type sprinkler, the Owner will be responsible for the cost. If the Owner elects to do the work himself, he MUST contact the contractor to mark the water lines and/or turn off the water. The Owner is responsible to restore any grounds or equipment at his/her expense.

To report any problems or to have a sprinkler head relocated or changed in any way, please fill out a “Sprinkler Service Request Form” located at the Clubhouse. Then place the completed form in the “mail box marked irrigation” outside Clubhouse door. The form is a written record that assists in the supervision of the system.

If a serious problem forces the shutdown of a lot’s system, the Owner will be notified of the estimated time needed for repairs via a notice on the bulletin board and/or a message on the web page.

# V

## **D. CLUBHOUSE COMMITTEE GUIDELINES:**

1. Policies & Procedures for Utilization of Facilities:
2. Clubhouse Security:
3. General Information & Rules:

## **POLICY AND PROCEDURE FOR THE UTILIZATION OF THE PATIO HOMEOWNERS ASSOCIATION FACILITIES**

It is the policy of the Patio Homeowners Association, that the Patio facilities which are the Clubhouse, Pool, Tennis Court, and Shuffleboard, be restricted to the sole use and enjoyment of the Patio homeowners, renters and their guests.

The Pool, Tennis Court and Shuffleboard are not available for private parties, nor are they to be used by residents earning reimbursement for their use. Any deviation from this policy must have written approval of the Patio Homeowners Board of Directors.

### **PROCEDURE FOR RESERVING THE CLUBHOUSE**

Reservation of the Clubhouse for a special occasion will be handled through the Chair or Co-Chair of the Clubhouse Committee. The person reserving must be a Patio homeowner, or renter, actively living within the Patios, and must be in attendance at the party.

1. A fee of \$50.00 plus a \$100.00 refundable security deposit will be required at the time of confirmation of the Clubhouse reservation.
2. If food and refreshments are served, cups, plates, eating utensils and paper napkins are available. For ease of cleanup, plastic or paper plates, paper napkins, and plastic cups are preferred. In no case are glass or china cups or plates permitted in the pool area due to accidental breakage. The coffee urns, stove, refrigerator, tea pots, kitchen paper towels and tablecloths are there for your use. Before leaving the Clubhouse, all items must be washed and cleaned and the Clubhouse rug must be vacuumed. Tablecloths, stored in the cabinet in the office, must be taken home and washed, folded and returned. Bagged trash must be removed and placed in the barrels on the west side of the building.
3. No alcoholic beverages may be sold in any way, shape or form at any function in the Clubhouse. It will be the responsibility of the Owner reserving the Clubhouse to assure that **NO** alcoholic beverages are served to minors.
4. The person reserving is expected to leave the Clubhouse in clean condition. You are responsible for any damage done to the facility or its equipment deemed beyond normal wear and tear.
5. Loud and boisterous parties are frowned upon, and all parties should be over by 10 p.m. Exceptions can be granted with the approval of the Patio's Board.
6. Please set the TWO thermostats to 81 degrees when leaving. Make sure the restroom doors and doors to the pool area are locked. All lights and fans are turned off. Lock the main entrance when leaving.
7. The Clubhouse may not be rented for any commercial or business purpose. Any decision, as to whether a function is commercial or business, shall rest with the Clubhouse Committee Chair or Co-Chair.



## **Clubhouse Security**

The security alarm system will arm itself automatically at 10 p.m. It will remain armed until the “first person” enters the Clubhouse after that time. When you enter the Clubhouse and the alarm is armed, please enter the security code, **which will disarm the system. (The code is listed next to Alarm controls.)**

Should an event occur that goes past 10 p.m, you need to enter the security code to disarm the system. This will allow anyone to stay and leave the Clubhouse before 10:45 p.m. The system will automatically arm itself at that time. This 45-minute cycle will keep happening until you leave.

## **General Information & Rules**

1. Exterior doors: make sure they are locked when you leave the building.
2. Use anything in the Clubhouse.
3. Return all tables and chairs to a reasonable setup.
4. Clean up after your “visit.”
5. Turn lights, fans, TV and radio off when you are through.
6. Lower the air temperature to 76\* degrees while you are in the building if needed. Return the Air to 81\* degrees when you are leaving.
7. Keep restrooms locked when they are not in use.
8. If you arrive and the alarm sounds, press the Alarm Code to clear (Listed next to Alarm).
9. If you fill a trash can, empty it outside the men’s and/or ladies restroom. Put a new trash bag in the trash can. The trash bags are located in the marked kitchen drawer or office white cabinet.
10. Please use the recycling bins.
11. If you use any dishes, wash them.
12. If printer ink runs out or is running low, place a note in the mailbox marked 985.
13. If you see a problem with the cleaning, we have work orders on the bulletin board in the office. Leave it in our mailbox 985.
14. There are mops and brooms in each restroom, a vacuum in the office closet for any “accidents.”
15. First aid kits are available and locations are marked.
16. The telephone is for local calls only.
17. For the safety of others the pool furniture should be returned to their original places before you leave.
18. Pool water temperature is adjustable through Board approval only.
19. Return the shuffleboard equipment to its locker.
20. Lock tennis gate when through.
21. Keep pool gates closed to protect the little ones.
22. Keep the pool area clean.
23. Make sure to OBEY the pool rules which are posted in the pool area.
24. If you spill on the pool deck, use the hose to dilute and rinse. Return the hose.
25. The grill is temporarily for community use. Follow the instructions on the bulletin board in the Office.
26. If you wish to rent the building for a private event, fees are charged. See Clubhouse Chairman.
27. Clubhouse Pool, Tennis Court, Shuffleboard and Restrooms are for Patio Members only.
28. We have an LP gas grill for your use. Follow the request instructions.
29. We have canopies for your use. Return them to the bag and storage area.
30. No pets allowed in the Clubhouse or Pool enclosure areas.

## Tennis Court Rules

1. The Tennis Court is open from 8:00 a.m. until dusk.
2. Cleaning of the Tennis Court is the responsibility of the players.
3. The Tennis Court is for residents and their guests only.
4. No money for lessons may be charged.
5. No rental of the Tennis Court may be charged.
6. Locking the gate is the players' responsibility.
7. No glass or food is allowed within the fenced area.
8. Please keep noise to a minimum.

## Clubhouse WI-FI

Make sure you have a device that is **equipped for wireless operation** and the feature is turned on.

Make sure the **power** to the **cable box and router** is turned on.

### Available Wireless Networks:

**NETGEAR - Not Secure**

**WI-FI PatioClub - Secure**

**NETGEAR** – does **NOT** require a **security key to open**, but it's **NOT** secure. The Netgear router is the smaller of the two routers.

**WI-FI PatioClub** requires a **security key**, but **IS** secure. The required **Password** is located on the cabinet where the TV is mounted.

# V

## **E. SOCIAL CLUB:**

1. Mission Statement & Guidelines:
2. Bereavement Committee Policy:

# **THE SOCIAL CLUB**

## **A. Mission**

1. To encourage Patio residents to share their individual expertise in planning Patio social functions.
2. To encourage Patio residents to participate and enjoy events and happenings of their choice.

## **B. Guidelines**

1. Membership responsibilities
  - a. All Patio residents are welcome to be a member of the club, but they are obliged to attend a monthly meeting September through May.
  - b. Each member will be entitled to one representative vote on Social issues.
2. Kitchen responsibilities
  - a. Designate a kitchen inventory person to order all supplies as needed.
  - b. Post kitchen “helpful hints” instructions.
  - c. Linens and dish towels must be washed after each event.
3. Event responsibilities for all approved events
  - a. Seek co-chairpersons and committees for the activities.
  - b. Approve time, place and donation.
  - c. Costs: cover all except those approved by Social Club prior to function.
  - d. Event chairpersons are responsible for all sub-chairpersons.
4. Breakfast responsibilities.
  - a. Elect chairperson.
  - b. Chairperson will sign up volunteers to schedule each event for the complete year.
5. Setup and Cleanup Responsibilities for the Clubhouse Facilities
  - a. For all social events cleaning will be included in the donation unless prior approval is voted to hire help.
  - b. All Social Committee members if possible will serve as hosts for all events, wearing nametags.
6. Financial Responsibilities
  - a. Schedule an annual fundraiser:
    - 1) Set-up a committee with co-chairs and volunteers.
    - 2) Proceeds will be used to enhance the social and recreational pleasures of all Patio residents.
    - 3) All items purchased for the Clubhouse need to be approved by the Social Club by vote and the approval must be stated in the minutes of the meeting. Purchases without approval will be considered as donations.
    - 4) Petty Cash is to be used for “Social Functions,” and not for purchases that fall under Ad Hoc criteria.
  - b. The PCC and Social Club are financially and organizationally independent.
7. Co-Chairpersons of Social Club Responsibilities
  - a. Preside at all monthly meetings using an agenda.
  - b. Attend other pertinent meetings, as deemed necessary.
  - c. Provide knowledge, encouragement and support for all volunteer workers for the Social Club.
  - d. Submit all receipts, checks, and cash from social events for accountability purposes.
  - e. Provide exciting and interesting social events from the thoughts and ideas of ALL Patio residents.

## **SOCIAL CLUB BEREAVEMENT COMMITTEE**

The Bereavement Committee was formed to assist Patios' family members who wish to use the clubhouse for a post-funeral/memorial gathering. The committee is an arm of the Social Club and does not alter what individual friends and neighbors may choose to do. We act only to assist the family with any Clubhouse gathering when open to all Patio members, as well as the deceased's family and friends. If other arrangements are made or the Clubhouse is rented for a private function, the Committee is not involved. In any event, the Bereavement Committee needs to know, in order to put or omit a notice on the bulletin board.

There are four quadrants within the Patios to accommodate this function, with two bereavement members in each quadrant. One or two chairpersons oversee these members. The only nonspecific area involves who gets in touch with the family. The most logical contact would be a quadrant member who lives closest to the deceased's family. A close neighbor or friend may also assist in communicating with the family.

The quadrants are divided as follows:

- Quad #1: (red roofs on the Way)
- Quad #2: (white roofs on the Way)
- Quad #3: (red roofs on the Drive)
- Quad #4: (white roofs on the Drive)

NOTE: The Bereavement members in each quadrant are listed on the bulletin board and in the Clubhouse.

The Bereavement Committee will serve all food that has been contributed or provided; additional assistance may be provided from friends and family of the deceased. Social Club funds will not be used to provide food for these gatherings.

The Committee will meet annually to review policies. Additional information may be obtained from "Policy and Procedure for the Utilization of the Patio Homeowners Association Facilities" found in the Redbook.

### **Notes for use of the Clubhouse for Memorial Event for a resident of the Patios:**

1. Whoever hears first: Please let the Bereavement Committee chairperson(s) know of the death so all quad members can be notified.
2. If the family wishes to use the Clubhouse, make sure it will be available on the date and time requested. The Clubhouse Committee chairperson or President of the Board will have that information.
3. If the memorial/gathering is open to all Patio residents as well as the family, we will set up and serve or just help if they wish. There is no charge for the use of the Clubhouse or our services. If this event is not open to Patio residents, there will be a \$50.00 charge. This is covered in the "Policy and Procedure for Utilization of the Patio Clubhouse" in the Redbook. Family can be given a copy of this policy, and we will have no further involvement.

When it is an open function, we do not usually have time to put it in our newsletter, so we will need all quad members to mention to their neighbors by phone or e-mail that they are invited. Also, let them know a donation of a finger food, such as cheese and crackers, little sandwiches, cookies or cupcakes, would be appreciated. The family may wish to provide some additional finger foods. Committee members, if possible, should be there to support the family and friends and to help serve and clean up. Paper plates and plastic silverware should be used.

**Revised January 28, 2017**