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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2657798

CERTIFICATE OF AMENDMENT
TO
2ND AMENDED AND RESTATED
DECLARATION OF COVENANT AND RESTRICTIONS
FOR
THE VILLAS OF CHESTNUT CREEK, SUBDIVISION

We hereby certify that the attached amendment to the 2nd Amended and Restated Declaration of Covenants and Restrictions for THE VILLAS OF CHESTNUT CREEK, a subdivision (which Declaration was originally recorded at Official Records Book 1771, Page 2054, et seq. of the Public Records of Sarasota County, Florida) was approved at a meeting of the membership held on March 11, 2021, by the affirmative vote of not less than a majority of the entire membership as required by Article 12 of the 2nd Amended and Restated Declaration of Covenants and Restrictions.

DATED this 14 day of MARCH, 2021.

Witnesses:

THE VILLAS OF CHESTNUT CREEK
OWNERS ASSOCIATION, INC.

sign *Lyle Kienitz*
print ALICE V. KIENTITZ

By: *Lyle M. Kienitz*
Lyle Kienitz, President

sign *John Finnell*
print Jo-Ann Finnell

Witnesses:

sign *Art Bacon*
Attest: _____

Art Bacon, Secretary

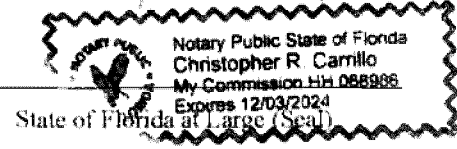
print ALICE V. KIENTITZ

sign *Lyle Kienitz*

print *John Finnell*
Jo Ann Finnell

The foregoing instrument was acknowledged before me this 16th day of March, 2021, by Lyle Kienitz, as President of THE VILLAS OF CHESTNUT CREEK OWNERS ASSOCIATION, INC., on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

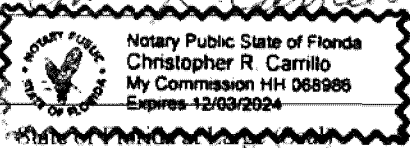
sign Chris R. Carrillo
print _____


My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 16th day of March, 2021, by Art Bacon as Secretary of THE VILLAS OF CHESTNUT CREEK OWNERS ASSOCIATION, INC., on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign Chris R. Carrillo
print _____


My Commission expires:

AMENDMENTS
TO
2nd AMENDED AND RESTATED

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE VILLAS OF CHESTNUT CREEK

[Proposed New Text is indicated as underlined. Proposed Deleted Text is shown as ~~stricken~~.]

ARTICLE 8
ARCHITECTURAL CONTROL

8.1 Approval. All improvements shall be approved in accordance with this Declaration. the following additional and supplemental minimum requirements for residential structures shall apply.

8.2 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 the exterior front or side of any Dwelling Unit, except that the air conditioning equipment shall be screened, walled or hedged in such a manner as not to be visible from the roadway. Further, no addition to, alteration of, or change in color and material used shall be made to any roof of any Dwelling Unit in such manner as to be visible from the street(s) adjacent to such Dwelling Unit.

8.3 Board Approval of Additions and Alterations. All applications regarding alterations and additions shall be submitted to the Architectural Review Committee (ARC) for preliminary review, prior to such work being performed. The ARB, after consultation and review of the request (all applications shall be accompanied by a schematic showing reasonably accurate dimensions, materials and colors), will then present the request to the Board of Directors with the ARC's recommendation either to approve or disapprove the application. Only at such time as the Board of Directors votes to approve the application may the work on the project be started. The Board, in its discretion, and in compliance with the standards developed, shall approve or disapprove the application. The Villas Lot Owners, and their successors and assigns, shall be responsible to maintain, repair and replace all the additions and alterations approved.

a. Board Approval. Notwithstanding the above, the Board of Directors shall review and approve additions or alterations proposed to be made to the rear of a Dwelling Unit if such review establishes that said proposed addition or alteration:

(1) Does not extend outward of the vertical plane established by the non-attached side wall 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) Does not extend more than sixteen (16) feet to the rear of the Dwelling Structure measured from the vertical surface of the rear wall thereof.

(3) Is set back from the common Lot boundary line dividing a Dwelling Structure a minimum of one (1) foot plus an additional one (1) foot of setback per foot of elevation

of said addition or alteration above ground level measured to the highest point thereof or any component part thereof up to a maximum required setback of five (5) feet.

(4) Is designed and will be constructed so as to be in general conformance with the architectural style and color scheme of The Villas and will utilize compatible materials.

(5) Will not unreasonably degrade the established architectural character of The Villas or reduce the utility, desirability or marketability of nearby Dwelling Units.

b. Review of Plans and Specifications. No such addition or alteration shall be undertaken until the plans and specifications therefor 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. The Board may adopt a schedule of reasonable fees for review of such plans and specifications.

c. Automatic Approval. In the event that the Board fails to disapprove said proposed addition or alteration within 45 days after receipt of all information specified above or such additional information as it may reasonably require, approval shall be deemed to have been granted for said proposed addition or alteration to be undertaken.

d. Intent to Allow. It is the intent of these provisions to allow the additions of such items as a patio, or screened and roofed porch. Furthermore, it is the intent of these provisions to allow the installation of skylights and/or solar powered water heating devices on the rearward facing surfaces of roofs if the architectural harmony of The Villas is not adversely affected to an unreasonable degree in the judgement of the Board of Directors.

e. Prohibited Modifications. In no instance shall construction or installation of the following improvements be allowed:

i. any flat roofed structure;

ii. a structure whose exterior is composed largely of metal;

iii. any exposed outdoor television, radio or other communication or reception system antenna which exceeds those height and size limitations permitted by the Federal Communication Commission (FCC);

iv. 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 and pipes and tanks for heating oil or bottled gas unless such equipment, systems or storage facilities are installed entirely below grade or are attractively screened from the view of nearby Dwelling Units in the sole judgement of the Board of Directors;

v. any improvement to the front and/or side of a Lot except for the addition of ornamental landscaping as hereinabove specified;

vi. any fence or wall except that with the prior written consent of the Owners of both Villas comprising a single Dwelling Structure, one of the Villa Lot Owners may

construct, at his cost, a privacy wall or fence to the rear of said Dwelling Structure along the common lot boundary line to a maximum height of 6 feet and for a maximum length of 16 feet or to the rear lot line, whichever distance is less, with the starting point for the measurement of length being the rear exterior wall of such Dwelling Structure. Such wall or fence shall be constructed in accordance with specifications approved by and available from the Association.

~~**8.1 — Architectural Review Committee.** For the purpose of carrying out the Architectural Review process, the Board may establish an Architectural Review Committee (“the ARC”), which shall have jurisdiction over all construction and installation of improvements on any portion of the Subdivision. The ARC shall consist of not less than three (3) nor more than seven (7) members. The members of the ARC shall be appointed by the Board. A member of the ARC may at the same time serve as a member of the Board, and if the Board determines it may sit as the ARC. Members of the ARC shall serve terms established by the Board. The Board of Directors may act as the ARC. The establishment of the number of members, method of selecting a chairman and other similar provisions for the composition of the ARC shall be as provided from time to time by the Board.~~

~~**8.2 — Architectural Standards.** The ARC may, with the approval of the Board from time to time, adopt and promulgate architectural standards for the Subdivision. The standards may not be contrary to the provisions of this Declaration or the Bylaws and shall be consistent with the original architectural, structural, esthetic and environmental concept and the original development of the Subdivision, but may be greater or more stringent than standards prescribed in applicable building, zoning, planning or other local governmental codes. All standards shall be adopted and applied on uniform basis, and may be reviewed or expanded from time to time to take cognizance of new materials, techniques and proposals. All architectural standards shall be deemed to include the mandatory architectural obligations, prohibitions and guidelines contained in this Declaration.~~

~~**8.3 — Architectural Review Required.** Architectural review shall be required in each of the following circumstances:~~

~~(a) — Whenever the Owner of a Lot proposes to construct any improvements thereto, including landscaping.~~

~~(b) — Whenever any exterior alteration or other exterior improvement to an existing Lot or Lots is proposed by an Owner.~~

~~(c) — Whenever any Owner or the Association proposes to maintain or repair a Lot or Lots in any manner that will result in the application or use of materials of a different type, shade, color or quality than those originally used on the Lot and the Lots thereon.~~

~~(d) — Whenever the improvements to a Lot have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended.~~

~~(e) — Whenever an Owner proposes any change or addition to the landscaping of a Lot. For clarification purposes, ARC approval is not required for the replacement of plantings or landscaping so long as the replacement plantings or landscaping are the same or are similar in appearance.~~

~~(f) — For the purposes of this Section, any structure, including but not limited to buildings, fences, roofs, driveways, sidewalks, walls, pools, screen cages, enclosures, mail box, solar energy devices, antennas, water and sewer lines, irrigation systems, signs, or decorative objects or landscaping devices shall be deemed to be alterations or improvements subject to architectural review.~~

~~(g) — For the purposes of this Section, the term construction shall include within its definition staking, clearing, excavation, grading, other site work or exterior alterations or modifications of existing improvements and the planting or removal of plants, trees, or shrubs.~~

~~**8.4 — Procedure.** There shall be submitted to the ARC a written application setting forth plans (site, grading, landscape, floor, etc.), colors, materials and other specifications for any activity for which review is required. Additionally, the Owner shall submit the identity of the individual or company intended to perform the work and a projected commencement and completion date. All contractors shall be properly licensed in the State of Florida and/or local governments, and must provide proof of insurance coverage for work done to Common Areas or to Association property.~~

~~(a) — The ARC may request additional and supplementary information. The Committee shall, within forty five (45) days after receipt of a complete application, either approve or disapprove, or approve in part and disapprove in part, the application. The ARC shall specify its reasons for disapproval and annotate its decision by reference to architectural standards, where applicable. No work shall proceed except in compliance with this Declaration and architectural approval. If the Board is sitting as the ARC, no application for architectural approval shall be considered by the Board at a Board meeting unless the complete application is submitted no less than ten (10) days prior to a scheduled Board meeting. The submission of a complete application more than ten (10) days in advance of a Board meeting is not a guarantee that the application will be considered by the Board at that meeting.~~

~~(b) — In the opinion of the ARC and with written agreement of the Board or in the written opinion of the Board when sitting as the ARC, the proposed improvements will be approved if: (1) the improvements will be of an architectural style and of materials that are compatible with the other structures in the Property; (2) the improvements will not violate any restrictive covenant or encroach upon any easement or platted building set back lines; (3) the improvements will not result in the reduction in property value or use of adjacent property; (4) the individual or company intended to perform the work is acceptable to the ARC; and (5) the improvements will be substantially completed, including all cleanup, within six (6) months of the date of commencement (twelve (12) months for the construction of a complete house). In the event that the ARC fails to issue its written approval or disapproval of the proposed construction within forty five (45) days of its receipt of the last of the materials or documents required to complete the Owner's submission, approval shall be deemed to have been granted without further action.~~

~~(c) — In the exercise of its sole discretion, the ARC may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans. Such assurances may include the posting of a performance bond and/or a completion bond in favor of the Association, independent professional inspection reports or sworn progress reports.~~

~~(d) — If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 8 to the same extent as if erected without prior approval of the ARC. The ARC or the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non conforming structure and, if successful, shall recover from the Owner in violation reasonable attorney's fees and costs and any other expenses or fees incurred in the prosecution thereof.~~

~~(e) — The Board of Directors of the Association has the right, but not the obligation, to grant waivers for minor deviations and infractions of this Declaration upon its own action or at the request of the ARC. The granting of any waiver for any portion of the Property may be given or withheld in the Board's sole discretion and a prior grant of a similar waiver shall not impose upon the Board the duty to grant new or additional requests for such waivers.~~

~~(f) — The Association and ARC, and any officer, employee, director or member thereof, shall not be liable for damages to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or non feasibility arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association or ARC, or any officer, employee, director or member thereof, to recover any such damages.~~

~~**8.5 — Emergency/Expedited Review and Approval.** In the event that emergency or expedited architectural review and approval is determined appropriate or necessary, the President or the President's designee shall be authorized to perform all of the ARC duties stated in Articles 8.1 — 8.4 hereinabove. The determination of whether emergency or expedited review and approval is appropriate or necessary shall be made in the sole discretion of the President or the President's designee.~~

~~**8.6 — Rules and Regulations and Fees.** The ARC may adopt reasonable rules for the conduct of its authority. The Board may establish reasonable fees for architectural review.~~

~~**8.7 — Records.** The records of all architectural review proceedings shall be maintained by the Association's management company.~~

~~**8.8 — Address for Notice.** Requests for ARC approval or correspondence with the ARC shall be addressed to the Architectural Review Committee — The Villas of Chestnut Creek Owners Association, Inc. and mailed or delivered to the principal office of the current management company or such other address as may be designated from time to time by the ARC. No correspondence or request for approval shall be deemed to have been received until actually received by the ARC in a form satisfactory to the ARC.~~

ARTICLE 10
REPAIR, MAINTENANCE AND DRAINAGE

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10.4 Exterior Maintenance of Dwelling Units. Each Villa Lot Owner shall be responsible for the maintenance, repair and replacement of the exterior surfaces of his Dwelling Unit, in conformance with the general state of maintenance and average appearance of other Dwelling Units. The Villa Lot Owner shall obtain prior written approval from the Architectural Review Board for any exterior painting to the Dwelling Unit. It is the responsibility of the Villa Lot Owner to purchase the matching colors for each of the sections of the Unit to be painted. The Association shall provide, upon request, the paint manufacturer and code numbers for all paints. Roofs shall be shingle and may only be repaired or replaced with: 1) CertainTeed Landmark Silver Birch, 2) CertainTeed Landmark Resawn Shake, or 3) Timberline Ultra 30 year Shingles by GAF Weathered Wood. ~~Likewise, the Villa Lot Owner shall purchase the proper roofing shingle for each development phase, for shingle repair or re-roofing. The Association shall provide, upon request, the manufacturer and shingle colors.~~ In the event a Villa Lot Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board, the Association shall have the right to enter upon said parcel and to repair, maintain, and restore the Lot and the Dwelling Unit's exterior and any other improvements erected thereon. The cost of such exterior maintenance, together with an Administrative Fee equal to 10% of the total expense, shall be added to and become part of the assessment to which such Lot is subject. Such assessment shall be collectible by way of the assessment claim of lien as is permitted in Article 5 of this Declaration.