

Prepared by and Return to:
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CERTIFICATE OF AMENDMENT
TO
AMENDED AND RESTATED SECOND SUPPLEMENT LAND USE PROVISIONS FOR
THE PATIOS HOMES OF CHESTNUT CREEK

THE UNDERSIGNED, as President of PATIO HOMES OF CHESTNUT CREEK OWNERS ASSOCIATION, INC., a Florida not for profit corporation (hereinafter the "Association") hereby certifies that the Land Use Provisions of The Patio Homes of Chestnut Creek Subdivision originally recorded in Official Records Book 2034 Page 2557, et seq., Official Records Book 2153, Page 1749, Official Records Book 2153, Page 1754, Official Records Book 2196, Page 2172, and Official Records Instrument Number 1999066676 respectively, of the Public Records of Sarasota County, Florida, as amended, (the "Declaration), were duly amended by the required vote of the members of the Association at a meeting of the Association held on February 6, 2019. The document for amendment as submitted to members showed deleted terminology struck through and added terminology underlined, as follows:

ARTICLE V
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 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 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 cards, 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

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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 5.3. Outdoor clothes drying. The location and design of any outdoor clothes drying apparatus must be submitted to the Architectural Committee and approved by the board.

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 law 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. 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 cor 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.

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 Owner's 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) Does not extend more than sixteen (16) feet to the rear of the Dwelling Unit measured from the vertical surface of the rear wall thereof.

(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 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.

(b) Intentionally left blank

(c) 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.~~ 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.
- (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.~~ 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 I (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.

DATED this 27 day of February, 2019.

Signed, sealed, and delivered
in our presence:

[Signature]
Print Name: John C. Powers
Witness

[Signature]
Print Name: Barbara J. Toufar
Witness

**The Patio Homes of Chestnut Creek
Owners Association, Inc.**

By: [Signature]
Stephan Chiach, President

ATTEST:
[Signature]
William Naus, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me on this 27th day of February 2019, by Michael Deason, as President and Mary Britton, as Secretary, of **The Patio Homes of Chestnut Creek Owners Association, Inc.**, [] who is personally known to me or [] who has produced _____ as identification.



JACALYN K WOOD
MY COMMISSION # GG 091846
EXPIRES: April 20, 2021
Bonded Thru Budget Notary Services

Print Name: _____
Notary Public: _____