

4/7/2025 2:24 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 3322339

Return to:  
Richard A. Ulrich, Esq.  
Ulrich, Scarlett, Watts & Dean, P.A.  
713 S. Orange Ave., Ste. 201  
Sarasota, Florida 34236


**CERTIFICATE OF AMENDMENT**  
**TO DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS**  
**AND BYLAWS FOR CHESTNUT CREEK**

THE UNDERSIGNED, as President of Chestnut Creek Master Association, Inc., a Florida not for profit corporation (hereinafter the "Association") hereby certifies that the Declaration of Maintenance and Land Use Provisions for Chestnut Creek as recorded in Official Records Book 1754, Pages 1015 et seq., as amended from time to time, and Bylaws for Chestnut Creek, all as recorded in the Public Records of Sarasota County, Florida, were duly amended and restated by the required vote of the members of the Association at a meeting of the Association held on March 19, 2025. It is further certified that the documents for amendment and restatement as submitted to the members were proposed and adopted as required by the governing documents and applicable Florida law. The Amended and Restated Declaration of Maintenance and Land Use Provisions and the Amended and Restated Bylaws for Chestnut Creek, are attached hereto as **Composite Exhibit "A"**.

IN WITNESS WHEREOF, the Association has caused this Certificate to be executed by its President and attested to by its Secretary, this 2<sup>nd</sup> day of April, 2025.

**WITNESSES:**


Witness #1

  
Print Name: Debra Tolmer

Witness Address:

205 Woodlawn Trl  
Venice FL 34292

Witness #2

  
Print Name: Edward S. Harvey

Witness Address:

204 Woodlawn Trail  
Venice FL 34292

CHESTNUT CREEK MASTER ASSOCIATION, INC., a Florida not for profit corporation

By:

  
President: Jeff Hartman

Attested:

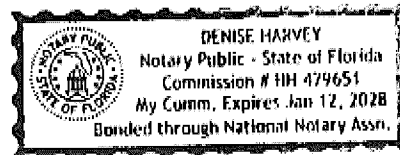
By:

  
Secretary: Michelle Morgan

STATE OF FLORIDA       )  
COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me, by means of  **physical presence** or  **online notarization**, this 2<sup>nd</sup> day of March, 2025, by Jeff Hartman, as President of Chestnut Creek Master Association, Inc., a Florida not for profit corporation, on behalf of said corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

*Denise Harvey*  
Print Name: Denise Harvey  
Notary Public  
My Commission Expires: 1/12/28



**AMENDED AND RESTATED DECLARATION OF MAINTENANCE  
AND LAND USE PROVISIONS  
FOR CHESTNUT CREEK**

**TABLE OF CONTENTS**

<u>Article</u>	<u>Description</u>	<u>Page No.</u>
<b>1.</b>	<b>GENERAL PROVISIONS .....</b>	<b>1</b>
	1.1 Definitions.....	1
	1.2 Subject Lands.....	4
	1.3 Easements.....	4
<b>2.</b>	<b>INCORPORATED NEIGHBORHOOD, THE LAKE SYSTEM, COMMON AREAS, LIMITED COMMON AREAS, BOUNDED AREAS .....</b>	<b>4</b>
	2.1 Incorporated Neighborhood.....	4
	2.2 The Lake System.....	5
	2.3 Common Areas.....	6
	2.4 Preserves .....	6
	2.5 Ownership, Use, and Maintenance of Common Areas.....	6
	2.6 Limited Common Areas .....	7
	2.7 Ownership, Use and Maintenance of Limited Common Areas .....	7
	2.8 Bounded Common Areas .....	8
	2.9 Property Abutting the Lake System .....	8
<b>3.</b>	<b>THE MASTER ASSOCIATION .....</b>	<b>9</b>
	3.1 Membership in the Master Association.....	9
	3.2 Duties of CCMA.....	9
	3.3 Annual Maintenance Assessment .....	9
	3.4 Assessment and Budget.....	9
	3.5 Collection of Annual Maintenance Assessments and Special Assessments.....	10
	3.6 Lien for Annual Maintenance Assessment, Special Assessments and Service Assessments .....	11
	3.7 Reserves .....	12
	3.8 Lands Subject to Assessment .....	12
<b>4.</b>	<b>LAND USE PROVISIONS.....</b>	<b>12</b>
	4.1 Use Provisions.....	12
	4.2 Nuisances.....	12
	4.3 Temporary Structures.....	12
	4.4 Signs, Banners and Flags .....	12
	4.5 Animals.....	14
	4.6 Refuse Disposal .....	14
	4.7 Holiday Decorations, Lawn Ornaments .....	14
	4.8 Awnings, Canopies, Shutters, Hurricane Shutters.....	15
	4.9 Outdoor Burning .....	15
	4.10 Leasing and Guest Use of Parcel .....	16
	4.11 Sales or Transfer.....	16
	4.12 Clotheslines.....	17
	4.13 Improved Property Maintenance .....	17

4.14	Unsightly Objects.....	17
4.15	Visible Parking and Storage.....	17
4.16	Unimproved Property Maintenance.....	18
4.17	Solar Collector Guidelines.....	18
4.18	Towers, Aerials, Cables and Electric Emissions.....	18
<b>5.</b>	<b>ARCHITECTURAL REVIEW BOARD (“ARB”)</b> .....	<b>19</b>
5.1	The Purpose and Composition of the Architectural Review Board (the “ARB”).....	19
5.2	Authority of the ARB.....	19
5.3	When ARB Review Required.....	20
5.4	Site Plan, Design and Architectural Control.....	20
5.5	Right of ARB to Grant Variances.....	21
<b>6.</b>	<b>ARCHITECTURAL STANDARDS</b> .....	<b>21</b>
6.1	Changing Parcels Boundaries.....	21
6.2	Grade.....	21
6.3	Yards – Lawns/Driveways/Walks/Sidewalks – All Parcels.....	21
6.4	Setback Requirements.....	22
6.5	Completion of Structures and Improvements.....	23
6.6	Type of Dwelling.....	23
6.7	Water Systems, Sewage Systems, and Irrigation.....	26
6.8	Residential Pools.....	27
6.9	Walls, Hedges, and Fences.....	27
6.10	Standard Mailboxes for Manors, and Estates III/IV.....	28
<b>7.</b>	<b>ENFORCEMENT</b> .....	<b>28</b>
7.1	Remedies.....	28
7.2	Legal Action.....	30
7.3	Entry by the Master Association.....	30
7.4	Additional Enforcement Rights.....	30
<b>8.</b>	<b>AMENDMENT</b> .....	<b>31</b>
8.1	Proposal.....	31
8.2	Adoption.....	31
8.3	Automatic Amendment.....	31
8.4	Limitation on Amendments.....	31
8.5	Certificate of Amendment.....	31
<b>9.</b>	<b>MISCELLANEOUS</b> .....	<b>31</b>
9.1	Interpretation.....	31
9.2	Definitions.....	31
9.3	Conflicts.....	31
9.4	Gender.....	32
9.5	Severability.....	32
9.6	Headings.....	32
9.7	Enforcement of Documents.....	32
9.8	Attorney’s Fees and Waiver.....	32
9.9	Cumulative Rights.....	32
9.10	Term.....	32

EXHIBIT "A" .....	33
EXHIBIT "B" .....	34
EXHIBIT "C" .....	35

**AMENDED AND RESTATED DECLARATION OF MAINTENANCE  
AND LAND USE PROVISIONS  
FOR CHESTNUT CREEK**

***[Substantial rewording of the Declaration.  
See existing document as amended for present text.]***

WHEREAS, the Original Declaration of Maintenance and Land Use Provisions for Chestnut Creek was recorded on February 15, 1985 in Official Records Book 1754, Page 1015 et seq., of the Public Records of Sarasota County, Florida; and

WHEREAS, the Amended and Restated Declaration of Maintenance and Land Use Provisions for Chestnut Creek was recorded on March 21, 2000 in the Official Records of the Public Records of Sarasota County, Florida at Instrument #2000034625; and

WHEREAS, the Notice of Preservation of Declaration of Maintenance and Land Use Provisions for Chestnut Creek was recorded on February 20, 2015 in Official Records of the Public Records of Sarasota County, Florida at Instrument # 2015019819, et seq.; and

WHEREAS, this proposed Amended and Restated Declaration was approved by a Majority of the Voting Interests of the Master Association at a special meeting called for that purpose.

NOW THEREFORE, Chestnut Creek Master Association, Inc. (hereinafter "CCMA"), the not-for-profit corporation in charge of the operation and control of the properties more fully described in Exhibit "A", and Exhibit "B", does hereby amend and restate the Declaration of Maintenance and Land Use Provisions for Chestnut Creek for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does hereby resubmit the lands described herein in Exhibits "A" and "B" to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the property and binding on all existing and future Owners, and all others having an interest in the lands or occupying or using the Property.

**ARTICLE 1 – GENERAL PROVISIONS**

1.1 Definitions. The words and phrases listed below, as used in this Declaration, shall have the following meanings, unless the context otherwise requires:

- A. "ARB" shall mean the Architectural Review Board.
- B. "Articles" mean the Articles of Incorporation of Chestnut Creek Master Association, Inc., as amended from time to time.
- C. "Assessment" shall mean means and refer to a sum or sums of money payable to CCMA by the Owner of one (1) or more Parcels within Chestnut Creek, including Annual Maintenance Assessments, Special Assessments, Service Assessments, and Fines, which if not paid by the Owner of a Parcel can result in a lien against the Parcel which may be foreclosed.
- D. "Board" or "Master Board" means the Board of Directors of Chestnut Creek Master

Association, Inc.

E. "Bounded Common Areas" shall include property within an Incorporated Neighborhood that is adjacent to and surrounding the Lake System not including Parcels or Limited Common Area.

F. "Bylaws" means the Bylaws of Chestnut Creek Master Association, Inc., as amended from time to time.

G. "CCMA" or "Master Association" means Chestnut Creek Master Association, Inc., which has been established pursuant to the Articles of Incorporation of Chestnut Creek Master Association, Inc.

H. "CCMA Rules and Regulations" means the Master Board created Rules and Regulations governing the appearance, occupancy, and use of the Parcels, the Common Areas, the Bounded Common Areas, the Lake System, and policies and procedures governing the internal affairs and operation of CCMA, recorded in the Official Records of Sarasota County.

I. "Common areas" is the general term used to refer to all of the following areas: Common Area, Bounded Common Area, Preserves and Wetlands.

J. "Common Areas" shall include all of the property not within a Parcel, Incorporated Association or public right-of-way that was specifically set aside or deeded to CCMA by the Developer for the common use and enjoyment of all Parcel Owners in Chestnut Creek. Specifically, the Common Areas include the public right-of-way of Venice East Boulevard, the Lake System, nature preserves and open space not in an Incorporated Neighborhood. The precise location, description and definition of the property is described in Exhibit "A" attached.

K. "Declaration" means this Declaration of Maintenance and Land Use Provisions for Chestnut Creek, as amended from time to time.

L. "Dwelling" shall mean and refer to a single-family residence, and any related structures or Improvements appurtenant thereto, constructed upon a Parcel within Chestnut Creek.

M. "Governing Documents" shall mean this Declaration of Maintenance and Land Use Provisions for Chestnut Creek, the Articles, the Bylaws, the Plats described in Exhibit "A" and "B" attached hereto, all as amended from time to time.

N. "High Water Mark" shall mean the average high water level on a yearly basis.

O. "Incorporated Neighborhood" means one, two, or all of the following Homeowners Associations within Chestnut Creek:

1. The Isles of Chestnut Creek Homeowners Association, Inc.
2. The Villas of Chestnut Creek Owners Association, Inc.
3. The Patio Homes of Chestnut Creek Owners Association, Inc.

P. "Lake System" means the series of lakes, ponds, canals, swales, culverts, and drainage ditches that are located in the Common Areas and Bounded Common Areas.

Q. "Limited Common Areas" shall include property that has been set aside for the common use and enjoyment of the Owners within a specific Incorporated Neighborhood pursuant to supplemental land use provisions applicable to that Incorporated Neighborhood.

R. "Majority" means more than half.

S. "Member" means a member of Chestnut Creek Master Association, Inc., as provided in this Declaration, the Articles, and the Bylaws.

T. "Neighborhood" means the following areas that exist within Chestnut Creek:

1. The Estates of Chestnut Creek 1
2. The Estates of Chestnut Creek 2
3. The Estates of Chestnut Creek 3
4. The Estates of Chestnut Creek 4
5. The Isles of Chestnut Creek
6. The Lakes of Chestnut Creek
7. The Manors of Chestnut Creek
8. The Patios Homes of Chestnut Creek
9. The Villas of Chestnut Creek

U. "Subdivision" means the property subject to this Declaration, which as of the execution and recording of this Declaration is the property described in Exhibit "A" and "B" attached hereto and incorporated herein by reference, and includes any property that is hereafter added to this Declaration, and excludes any property that is hereafter withdrawn from this Declaration, by an amendment. "Owner" means the record owner(s) of the fee title to any Parcel in Chestnut Creek.

V. "Parcel" means any land owned by one (1) or more persons or entities, the boundaries of which are set forth in a single deed, series of deeds, or similar document, existing within Chestnut Creek as recorded by the Sarasota County Assessor.

W. "Property" means the property subject to this Declaration, which as of the execution and recording of this Declaration is the property described in Exhibit "A" and "B" attached hereto and incorporated herein by reference, and includes any property that is hereafter added to this Declaration, and excludes any property that is hereafter withdrawn from this Declaration, by an amendment.

X. "Quorum" means the presence, in person or by proxy, of Members representing at least thirty percent (30%) of the eligible total Voting Interests in the Association which shall constitute a quorum at all membership meetings of the Association.

Y. "Voting Interests" means the voting rights distributed to the Association Members. There are Six Hundred Eighty-Eight (688) Voting Interests in the Association.

Z. "Woods" means the Woods neighborhood nomenclature, while not identified on the Lakes plat, is used by the community and this document to refer to parcels 71 through 102 within the Lakes plat, while remainder of the parcels (103 through 148) is referred to as The Lakes neighborhood.

1.2 Subject Lands. The lands subject to the provisions of this instrument shall be the Property. The Property shall, from this time forward, be held, conveyed, encumbered, leased, used, occupied and improved subject to the provisions of this instrument without the necessity of specific reference to it. The absence of any specific reference to this instrument in any deed or other instrument of conveyance of this Property or any portion of it shall not excuse the grantee or any other person from compliance with it. No party may waive or otherwise avoid responsibility for compliance with this instrument and liability for any Assessments made pursuant to it by asserted nonuse of the Common Areas, Bounded Common Areas or Limited Common Areas.

In addition to the foregoing, the lands subject to the Grant of Easement recorded in the Official Records of Sarasota County at Book 1806, Page 2066 et al. A copy of which is attached hereto as Exhibit "C".

1.3 Easements.

A. Utility Easements. CCMA reserves a perpetual easement on, over and under road, sidewalks and pathways in Chestnut Creek to erect, construct, maintain and use towers, poles, wires, cables, conduits, mains, lines, ditches, drains, and equipment, for the installation, maintenance, transmission and use of utilities including, but not limited to, utilities associated with the Lake System, electrical, water, sewer, telephone, television, gas, communication or other services. CCMA shall assign its rights under this paragraph, under such terms and conditions as it may deem appropriate, to public or private utilities. CCMA further reserves the right to establish such additional easements as may be necessary to accommodate the utilities mentioned herein which easements will be shown on the recorded Plats of Chestnut Creek. CCMA discloses that an easement for overhead electrical power transmission exists affecting a portion of Parcels 13, 14 and 15 in Chestnut Creek. Additional overhead electrical transmission lines will be located along the Westerly and Easterly boundary of Chestnut Creek, easements for which will be shown on the recorded Plats of the Subdivision.

All utility lines and lead in wires, cables, electrical and television lines serving individual residences and located within the confines of any Parcel shall be located underground, provided however, that a temporary above ground line to a structure or repair is permissible.

CCMA further reserves the right to use the utility easements for ingress/egress, and maintenance and repair of the Lake System.

B. Easements for roads, utility and drainage are reserved as shown on the plat of the Subdivision. Any permitted walls, fences, paving, planting or other improvements places on any of said easements by the owner of the property in which the easement lines shall be removed at the expense of the Owner, if required, for the installation, maintenance or repair of any utilities, or Bounded Common Area or Common Area and/or the lakes, ponds, canals and drainage control devices contain therein.

C. While not explicitly shown on plats, properties containing Lake System drains are in fact easements and are subject to the stipulations listed above.

**ARTICLE 2 – INCORPORATED NEIGHBORHOOD, THE LAKE SYSTEM,  
COMMON AREAS, LIMITED COMMON AREAS, BOUNDED AREAS**

2.1 Incorporated Neighborhood.

A. An Incorporated Neighborhood shall include Limited Common Area, the Owner's parcels and the Bounded Common Areas within that specific portion of Chestnut Creek.

**B. The following Articles in this Amended and Restated Declaration of Maintenance and Land Use Provisions for Chestnut Creek DO NOT apply to the Owners, Members, and the Member's tenants, guests, and invitees of the "Incorporated Neighborhoods":**

**1. The entirety of Article 4 EXCEPT Article 4.11 which still applies to the Owners, Members, and the Member's tenants, guests, and invitees of the "Incorporated Neighborhoods"; and**

**2. The entirety of Article 5 EXCEPT as it pertains to the Bounded Common Area which still applies to the Owners, Members, and the Member's tenants, guests, and invitees of the Incorporated Neighborhoods.**

**3. The entirety of Article 6 EXCEPT Articles 6.2 and 6.8.g as they pertain to stormwater management and the Lake System.**

## 2.2 The Lake System.

A. The Master Association has the exclusive right to control the maintenance, repair, improvement, and replacement of the entirety of the Lake System.

B. The Master Association shall comply with all laws and regulations relative to the maintenance, repair, improvement, and replacement of the Lake System.

C. Only CCMA is authorized to remove, alter, or plant aquatic plants in the Lake System. Control of aquatic vegetation remains jointly with the Lakes Committee and Sarasota County.

D. CCMA shall have the right to temporarily prevent the use of portions of the Lake System.

E. No docks, wharfs or structures of any type may be installed or maintained which protrude into any part of the Lake System without the prior written consent of CCMA.

F. No dumping or discharge of any material, other than natural surface drainage in accordance with drainage designs and plans approved by CCMA, may be made into the Lake System.

G. There shall be no alteration of the Lake System or alteration of or interference with water control structures, unless specifically approved by CCMA.

H. There shall be no alteration, obstruction or interference in anyway with the water flow in the Lake System.

I. The general public is prohibited from utilizing the Lake System.

J. Commercial use of the Lake System within Chestnut Creek is prohibited.

K. The use of boats or other watercraft on the Lake System within Chestnut Creek which utilize any petroleum powered motors as a means of propulsion is prohibited.

L. All Parcel Owners, Tenants, and occupants of a Parcel adjacent to a lake or pond must be in strict compliance with the CCMA Rules and Regulations governing the Lake System within Chestnut Creek.

### 2.3 Common Areas.

A. The Common Areas shall include all of the property not within a Parcel, Incorporated Association or public right-of-way that was specifically set aside or deeded to CCMA by the Developer for the common use and enjoyment of all Parcel Owners in Chestnut Creek. Specifically, the Common Areas include the public right-of-way of Venice East Boulevard, the Lake System, nature preserves and open space not in an Incorporated Neighborhood. The precise location, description and definition of the Common Area property is described in Exhibit "A" attached.

B. In addition to the foregoing, the lands subject to the Grant of Easement recorded in the Official Records of Sarasota County at Book 1806, Page 2066 et al are considered Common Area. A copy of the Grant of Easement is attached hereto as Exhibit "B".

C. Any particular limitations or restrictions as to usage of the Common Areas will be reflected either in this Declaration, the Rules and Regulations, or in instruments that may be from time to time recorded in the Public Records of Sarasota County, Florida.

### 2.4 Preserves.

A. The Preserves are natural areas within the Common Area set aside as for preservation of the natural habitat and enjoyment of the Owners; however, they do include the Wetlands which are not to be disturbed in any way.

B. Parcel Owners shall not use these Preserves in any manner, which will constitute a threat to the natural vegetation lying within the preservation area.

C. No dumping or discharge of any material is permitted in the Preserves.

D. The use of motorized vehicles in the Preserves is prohibited.

E. All access is prohibited in the Wetlands which are delineated by signs.

### 2.5 Ownership, Use, and Maintenance of Common Areas.

A. CCMA shall control and maintain, at its expense, all portions of the Common Areas that have been transferred to it by the Developer:

B. Parcel Owners and their respective tenants, guests, invitees, licensees, and the holders of liens on the property shall have a nonexclusive, perpetual right of ingress and egress over and across all roads, sidewalks and walkways in Chestnut Creek. This provision shall permit access to portions of the Property by those having a legitimate need for access, including those providing transportation services, utility services,

United States mail carriers, and representatives of fire departments, police departments, and all other governmental agencies. CCMA may grant similar rights to other parties by instruments recorded in the Public Records of Sarasota County, Florida.

C. Parcel Owners, and their tenants, guests, invitees, and licensees may use the Common Areas and Lakes System therein for such private and recreational purposes as are permitted by the Rules and Regulations, and which do not interfere with the peaceful enjoyment of other Parcel Owners.

D. No part of the Common Areas shall be used for hunting or the discharge of firearms, motorcycling, grooming, or the keeping or grazing of animals.

E. No fires shall be lit in Common Areas.

F. No trees, shrubbery, or similar landscaping may be planted, cut or trimmed in any Common Area except by the Master Association or their representatives.

G. No parking on Common Areas is permitted.

H. The aforementioned provisions mandating Master Board approval shall not affect CCMA's or the Parcel Owner's obligations to comply with all laws and regulations relative to the subject matter of the approval; and if prior approval by any governmental body or agency is required, this shall first be obtained before approval by the Master Board may be given.

## 2.6 Limited Common Areas

The Limited Common Areas shall include property that has been set aside for the common use and enjoyment of the Owners within a specific Incorporated Neighborhood pursuant to supplemental land use provisions applicable to that Incorporated Neighborhood.

## 2.7 Ownership, Use and Maintenance of Limited Common Areas.

A. Parcel Owners and their respective tenants, guests, invitees, licensees, and the holders of liens on the property shall have a nonexclusive, perpetual right of ingress and egress over and across all roads, sidewalks and walkways in the Incorporated Neighborhoods. This provision shall permit access to portions of the Property by those having a legitimate need for access, including those providing transportation services, utility services, United States mail carriers, and representatives of fire departments, police departments, and all other governmental agencies.

B. Only those Owners who own Parcels in a particular Incorporated Neighborhood shall have the right to use it subject to this Declaration, the Rules and Regulations, and any restrictions and/or rules and regulations promulgated by the Incorporated Neighborhood.

C. The general public is prohibited from utilizing the Limited Common Areas.

D. Commercial use of the Limited Common Areas is prohibited.

2.8 Bounded Common Areas. The "Bounded Common Areas" shall include property within an Incorporated Neighborhood that is adjacent to and surrounding the Lake System not including Parcels or Limited Common Area.

A. Regardless of the location of Bounded Common Areas within the property of an Incorporated Neighborhood, CCMA shall own and be responsible for the control and repair of all Bounded Common Areas within Chestnut Creek.

B. Only those Owners who own Parcels in a particular Incorporated Neighborhood shall have the right to use the Bounded Common Area therein subject to this Declaration, the Rules and Regulations, and any restrictions and/or rules and regulations promulgated by Incorporated Neighborhood.

2.9 Property Abutting the Lake System. The following section refers to both Common Area and Bounded Common Area, and the Lake System therein.

A. Unless delegated to a particular Incorporated Neighborhood, all Owners of property in Chestnut Creek whose Parcel abuts the Lake System shall maintain the lawn within the area bounded by the rear Parcel line and the mean high water mark of the abutting water, and the lines formed by extension of the side Parcel lines to the water.

B. Grass, of the same type as is used on the Owner's lawn, is the approved vegetation to be maintained by the Owner in the Common Areas or Bounded Common Areas down to the high water line as defined above unless otherwise prescribed by the CCMA. Any other type of vegetation in the Common Areas or Bounded Common Areas must be approved by CCMA.

C. Any erosion, washouts or detrimental effect to the Common Area and Bounded Common Area function or appearance that is caused by, including but not limited to, an Owner's irrigation system, buried drains, downspouts, gutter overflow or roof runoff is their responsibility to mitigate the source thereof and repair the damaged area.

D. No improvements or structures on portions of the Property outside the Common Area or Bounded Common Areas shall be made or erected that will adversely affect drainage of those areas.

E. No alterations, improvements or structures, including but not limited to irrigation systems and buried drains, shall be constructed on the Common Area or Bounded Common Areas unless approved by CCMA.

F. No part of the Common Area or Bounded Common Area shall be used for hunting or the discharge of firearms, motorcycling, grooming, or the keeping or grazing of animals.

G. No fires shall be lit in Common Area or Bounded Common Areas.

H. No trees, shrubbery, or similar landscaping may be planted, cut or trimmed in any Common Area or Bounded Common Area without prior approval of the Master Association.

I. CCMA is authorized to create, promulgate, amend, and delete rules as part of the CCMA Rules and Regulations related to the operation, use, and maintenance of the Common Areas and Bounded Common Areas.

J. The aforementioned provisions mandating Master Board approval shall not affect CCMA's or the Owner's obligations to comply with all laws and regulations relative to the subject matter of the approval; and if prior approval by any governmental body or agency is required, this shall first be obtained before approval by the Master Board may be given.

### **ARTICLE 3 - THE MASTER ASSOCIATION**

3.1 Membership in the Master Association. Every Owner shall be a Member of the CCMA. There shall be only one (1) vote for each Parcel. If there is more than one Member with respect to a Parcel as a result of the fee interest in such Parcel being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote.

3.2 Duties of CCMA. CCMA has been organized to operate, maintain, manage and improve the Property and to enforce the provisions of the Declaration, Articles, Bylaws, and Rules and Regulations. In addition to the powers and duties and any powers set forth in the Articles, Bylaws, CCMA Rules and Regulations, or provided to it by law, CCMA shall have the power and duty to levy and collect Annual Maintenance Assessments, Special Assessments, and Service Assessments, and Fines as provided in this Declaration, the Bylaws, and provided by law.

3.3 Annual Maintenance Assessment. The annual maintenance Assessment to be levied against all Parcels subject to maintenance Assessments and maintenance liens shall be calculated in the following manner:

A. Annual and Special Assessments, other than Special Assessments for Fines and Service Assessments, will be fixed at a uniform rate for all Parcels.

B. CCMA will endeavor to provide each Owner, in writing, mailed, or emailed to his or her address as recorded in the records of CCMA on or before February 1 of each year:

1. The CCMA annual budget.
2. The dollar amount of the payment due and payable by the Owner for the particular year.
3. The percentage applicable to the Owner's individual Parcel, and how the percentage was calculated.
4. Any amounts due from or repayable to the Owner with respect to any under-expenditure or over-expenditure from the prior year's budget.

3.4 Assessment and Budget. CCMA shall establish an annual 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 Master Board to allow it to carry out its purposes, which may include the following:

A. Any of the Corporate and Emergency Powers enumerated in the Florida Not for profit Act and the Articles and Bylaws.

B. To pay ad valorem taxes, if any, assessed against the property not conveyed to particular associations regulating specific portions of the property, and against all personal property owned by CCMA.

C. To pay any other taxes assessed against or payable by CCMA. To pay all expenses required for the operation, maintenance, management, repair and improvement of the Common Areas and Bounded Common Areas not regulated and maintained by a separately designated association including, without limitation, roads, lakes, canals, lighting, landscaping, security services, horticultural improvements, irrigation, drainage, and aquatic plant control.

D. To pay all utility charges incurred in connection with the operation of the Property not conveyed to a particular Incorporated Neighborhood regulating specific portions of the Property or the performance of CCMA's obligations under this instrument.

E. To pay for casualty, liability, and other forms of insurance determined by CCMA 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 CCMA including reimbursement of actual expenses properly incurred by Officers and Directors.

I. To pay or repay any funds borrowed by CCMA 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 and the Development Plan.

3.5 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 in advance by each Owner on or before January 15 of each year at the offices of CCMA or at such other place as may be designated by CCMA. The Annual Maintenance Assessment shall become delinquent if not paid by February 1 of the calendar year for which it is assessed. Any unpaid Annual Maintenance Assessment and/or Special Assessment shall bear interest from the date of delinquency until paid at the maximum rate as provided by law and shall be subject to a late fee a late fee of Twenty-Five Dollars (\$25).

B. Each Annual Maintenance Assessment shall be the personal obligation of each Owner. If the Annual Maintenance Assessment is not paid by March 1 of the calendar year in which it is assessed, CCMA may, in addition to any other remedies it may have, bring an action against the Owner to collect the amount due. CCMA shall be entitled to recover, in addition to the Annual Maintenance Assessment, interest at the maximum

rate as provided by law, a late fee of Twenty-Five Dollars (\$25), and all costs and attorneys' fees incurred in collecting the Assessment.

C. CCMA may, from time to time, levy a Special Assessment 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 Master Board and assented to by a Majority of the Voting Interests voting in person or by proxy at a Member's Meeting. An individual Owner's share of any Special Assessment shall be determined in the same manner as the share of the Annual Maintenance Assessment. Any unpaid Special Assessment shall bear interest from the date of delinquency until paid at the maximum rate as provided by law and shall be subject to a late fee of Twenty-Five Dollars (\$25). Special Assessments may be levied that are payable over multiple years.

1. Fines and Service Assessments levied against an Owner, Member, Members tenant, guest, invitee, or occupant, shall be considered Special Assessments and may be levied on a non-uniform basis against an individual Owner, Member, Members tenant, guest, invitee, or occupant, and shall still be deemed Special Assessments.
2. Fines not paid within thirty (30) days of being due shall accrue interest at the highest rate allowed by law and are subject to a late fee of Twenty-Five Dollars (\$25).

D. If a Special Assessment or Service Assessment is not paid when due, the due date being determined by the Master Board, may in addition to any other remedies it may have, bring an action against the Owner to collect the amount due in any manner provided under Florida law. CCMA shall be entitled to recover, in addition to the Special Assessment, any interest, late fees, and all costs and attorneys' fees incurred in collecting the Assessment.

E. CCMA shall have the right to make arrangements for collection of Assessments with any association of Owners for that association to collect individual Assessments from their respective members.

### 3.6 Lien for Annual Maintenance Assessment, Special Assessments and Service Assessments.

A. CCMA declares that all Parcels within the Property are subject to a lien for the Annual Maintenance Assessment and any Special Assessments and Service Assessments. Each Owner, purchaser, and future Owners of any individual Parcel of the Property subject to these Annual Maintenance Assessments, Special Assessments, and Service Assessments by acceptance of a deed to the Parcel, shall be deemed to have agreed to pay the Annual Maintenance Assessments, Special Assessments, and Service Assessments to CCMA. Also, any Owner, 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 agree to pay the Annual Maintenance Assessment and any Special Assessments and Service Assessments to CCMA. The Annual Maintenance Assessment and any Special Assessments or Service Assessments, together with interest, late fees, and all costs and attorneys' fees, as provided in this Declaration, shall be a continuing lien on the Parcel subject to the Annual Maintenance Assessment and any Special Assessments, and all improvements of such Parcel until the lien is satisfied and released.

B. If the Annual Maintenance Assessment, Special Assessment, or Service Assessment is not paid when due, CCMA shall have the right to file a claim of lien in the Public Records of Sarasota County Florida as provided in Section 720.3085, Florida Statutes, as that specific section is amended from time to time. The lien

is effective upon the recording of a claim of lien in the Public Records of Sarasota County. The lien created by any such Assessment shall relate back to the date of filing of the Original Declaration and will take priority over intervening mortgages. No sale or transfer shall relieve any Parcel or the purchaser or transferee of said Parcel from liability for any Annual Maintenance Assessment, Special Assessments or Service Assessments thereafter becoming due or from the lien of any such subsequent Annual Maintenance Assessment Special Assessment, or Service Assessment.

C. CCMA may enforce the Assessment lien by a foreclosure action in the same manner as a mortgage foreclosure or in any other manner permitted by the laws of the State of Florida. If CCMA commences an action to foreclose the lien, it shall be entitled to recover all interest, costs, late fees, expenses and attorneys' fees incurred in preparation for and in bringing the action, and all interest, costs, late fees, expenses and attorneys' fees shall be secured by the lien.

D. All rights and remedies of CCMA as provided in this Article are cumulative of any other rights and remedies it may have pursuant to this Declaration and/or by Florida law.

3.7 Reserves. In addition to annual operating expenses, the CCMA budget shall include reserve accounts for capital expenditures and deferred maintenance for which CCMA is responsible as provided in the Bylaws.

3.8 Lands Subject to Assessment. The entirety of the Property is subject to the lien for the Annual Maintenance Assessment, Special Assessments, and Service Assessments, as described in this Declaration, except for the following lands:

A. Roadways, rights of way, utility sites, and similar lands and improvements that were conveyed or dedicated by CCMA to any governmental body, or public or private utility company, as reflected in any Parcels of Chestnut Creek or in any document recorded in the public Records of Sarasota County, Florida:

B. The Common Areas and Bounded Common Areas as more particularly defined in Article II.

C. Any other lands that were determined by CCMA, in its sole discretion, to be of use and benefit to Owners in Chestnut Creek and added to the Common Areas or Bounded Common Areas.

#### **ARTICLE 4 – LAND USE PROVISIONS**

4.1 Use Provisions. Chestnut Creek is a residential community. To assist in creating a harmonious community, specific land use provisions are set forth below. These provisions are applicable to the entirety of the Property. Additional land use provisions pertaining to all or any part of the Property may supplement these provisions. The additional land use provisions may be more restrictive or comprehensive than the provisions below.

4.2 Nuisances. No noxious or offensive activities shall be carried on or conducted on any portion of the Property in Chestnut Creek that is or may become a nuisance or a substantial detriment to the Owners or other Property in Chestnut Creek.

4.3 Temporary Structures. No structures of a temporary character, trailer, house trailer, tent, other outbuilding, or detached guest or servant's quarters shall be placed, occupied, used or erected on any Parcel at any time, either temporarily or permanently. Provided however, in the event of destruction or damage to the

premises making it uninhabitable, a temporary structure may be permitted with the approval of the Master Board.

#### 4.4 Signs, Banners, and Flags.

A. No sign or banner of any kind shall be displayed to the public view on any Parcel except that one (1) sign, not to exceed one (1) square foot, may be used to designate the name of the resident, and one (1) sign, not to exceed four (4) square feet, which shall be located in the front yard and may be used to advertise the Parcel for sale. No individual Owner, or representative of an Owner, may place sign(s) on Common Areas.

1. Notwithstanding the foregoing restrictions regarding signs and banners, an Owner may display one (1) decorative garden flag on the Owner's Lot. The decorative garden flag shall be of a size no greater than thirteen and a half (13.5) inches by twenty (20) inches. The decorative garden flag shall not include any images exhibiting, or displaying any political content, social content, or offensive content.

B. Political signs, banners, flags, and decorative garden flags, are strictly prohibited and shall not be displayed on a Parcel and or the residence on a Parcel or on a vehicle parked on the Parcel in a manner which is visible to the public.

C. Pursuant to Chapter 720.304, as that specific section is amended from time to time, a Parcel owner may display in a respectful manner up to two (2) of the following portable, removable flags, not larger than 4 1/2 feet by 6 feet:

1. The United States flag.
2. The official flag of the State of Florida.
3. A flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard.
4. A POW-MIA flag.
5. A first responder flag. A first responder flag may incorporate the design of any other flag permitted under this paragraph to form a combined flag. For purposes of this subsection, the term "first responder flag" means a flag that recognizes and honors the service of any of the following:
  - a. Law enforcement officers as defined in Section 943.10(1), Florida Statutes;
  - b. Firefighters as defined in Section 112.191(1), Florida Statutes;
  - c. Paramedics or emergency medical technicians as those terms are defined in Section 112.1911(1), Florida Statutes;
  - d. Correctional officers as defined in Section 943.10(2), Florida Statutes;
  - e. 911 public safety telecommunicators as defined in Section 401.465(1), Florida Statutes;
  - f. Advanced practice registered nurses, licensed practical nurses, or registered nurses as those terms are defined in Section 464.003, Florida Statutes;
  - g. Persons participating in a statewide urban search and rescue program developed by the Division of Emergency Management under Section 252.35, Florida Statutes;
  - h. Federal law enforcement officers as defined in 18 U.S.C. Section 115(c)(1).

6. In addition to the foregoing, a Parcel owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Parcel as long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Parcel owner may further display in a respectful manner from that flagpole one official United States flag, not larger than 4 1/2 feet by 6 feet, and may additionally display one other flag permitted under this paragraph. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the governing documents.

#### 4.5 Animals.

- A. No reptiles, livestock, horses, sheep, poultry, or other non-domesticated animals and/or exotic pets shall be kept anywhere on a Parcel at any time.
- B. Only domestic dogs, cats, birds, hamsters, gerbils, guinea pigs, and animals normally maintained in a terrarium or aquarium, may be kept on a Parcel provided such animals are not kept, bred or maintained for any commercial purposes.
- C. All domestic dogs and cats shall be leashed or otherwise kept under direct control when outside the Owner's Parcel.
- D. All feces on Common Areas and private property must be picked up and disposed of by the animal's owner and deposited in the owner's trash.
- E. Animal owners must adhere to the Sarasota County Animal Services regulations. It is CCMA's position that the state, county, and city law enforcement and/or animal control are the authority on whether a pet should be deemed a danger and/or nuisance to the other Owners, members, families, tenants and guests of Chestnut Creek. The Master Board shall defer to state, county, and city law enforcement and/or animal control to determine whether a pet should be removed from the Chestnut Creek and/or destroyed.

#### 4.6 Refuse Disposal.

- A. No Parcel shall be used or maintained as a dumping ground for rubbish.
- B. Trash, garbage and all other waste shall not be kept except in sanitary containers, which shall be kept in a clean and sanitary condition.
- C. No garbage, refuse or trash shall be burned on the Parcel or within any area of Chestnut Creek.
- D. Trash, garbage, and recyclable containers shall be stored out of sight. If containers are stored outside of the residence, decorative fencing/landscaping is to be used to hide containers from view.

#### 4.7 Holiday Decorations, Lawn Ornaments.

A. Holiday Decorations. Holiday decorations may be displayed and illuminated from Thanksgiving through January 15, after which they must be removed. All other holidays: decorations may be displayed fifteen (15) days prior to the holiday and must be removed no later than seven (7) days after the holiday. Game day flags for sports teams may be displayed two (2) days before the game and removed within two (2) days after the game has been played.

B. Lawn Ornaments. All lawn ornaments, statues, and decorations, which are in public view, are subject to prior written approval by the CCMA ARB before installation. All lawn ornaments, statues, and decorations (including flower pots) must be made of stone, cement, plastic, or ceramic material and must not exceed thirty (30) inches in height. All lawn ornaments, statues, and decorations (including flower pots) need to be removed in the event of a hurricane or an extended absence from the home. The CCMA ARB is authorized to publish a list of lawn ornaments, statues, and decorations that do not require prior written approval by the CCMA ARB before installation.

C. The Master Association, in its discretion, may order the removal of any decoration or display which a Majority of the Master Board deems to (i) be excessive in number, size or brightness, relative to other Parcels; or (ii) attract excessive attention or traffic; or (iii) unreasonably interfere with the use and enjoyment of other Parcels or the Common Area; or (iv) creates an unsafe or dangerous condition.

#### 4.8 Awnings, Canopies, Shutters, Hurricane Shutters.

A. Permanent awnings, decorative shutters, canopies, and hurricane shutters, shall not be permitted or fixed to the exterior of the Dwelling on a Parcel without the prior written approval of the ARB. The CCMA ARB is authorized to publish a list of acceptable styles, and colors for permanent awnings, decorative shutters, canopies, and hurricane shutters installed on the Dwelling on a Parcel.

##### B. Deployment of Hurricane Shutters.

1. During Hurricane Season. Hurricane shutters, permanent and non-permanent, may be deployed and/or installed during the entirety of "hurricane season" as determined by the National Hurricane Center for the geographic region where the Community is located, and shall be removed no later than seven (7) calendar days after the cessation of "hurricane season". Each Owner who plans to be absent from his or her Parcel for a period of fourteen (14) or more consecutive calendar days during "hurricane season" shall prepare his or her Parcel prior to such Owner's departure by removing all furniture, potted plants and other movable objects from any porch, balcony, lanai, or patio; and designating a responsible firm or individual to care for the Parcel in the event the Parcel suffers damage.
2. Severe Rain and Windstorms. Hurricane shutters may be deployed and/or installed after the issuance of a severe rain or windstorm warning or watch by the National Hurricane Center for the geographic region where the Community is located and shall be removed no later than seven (7) calendar days after the cessation of the severe rain or windstorm event.

4.9 Outdoor Burning. The outdoor burning of trash or other debris, including leaves, is strictly prohibited anywhere within Chestnut Creek.

A. Notwithstanding the foregoing restriction regarding outdoor burning, the CCMA ARB is authorized to publish a list of acceptable commercial, non-permanent fire pits that can be utilized by a Parcel Owner on a Parcel.

4.10 Leasing and Guest Use of Parcel.

A. Leasing.

1. Only an entire Dwelling may be leased. All tenancies shall be for single family residences as defined in applicable zoning codes and regulations. No Dwelling may be leased for less than ninety (90) days. No Dwelling may be leased more than three (3) times during any calendar year.

2. No less than seven (7) days prior to a tenant occupying a Dwelling, the Owners of the Dwelling shall submit to CCMA or its agent a completed form promulgated by the Association which shall indicate and include but not be limited to the following information:

a. The name and address of all tenants and rental agents used by the Owner and the term of the lease of all tenants.

3. Owners and their tenants are jointly and severally responsible for compliance with all provisions of the Rules and Regulations and Governing Documents and are jointly and severally liable for damages to Common Areas or Bounded Common Areas resulting from acts of their tenants, guests, and invitees.

4. Any person who has taken title to a Parcel after February 11, 2015, is prohibited from leasing their Parcel and/or the Dwelling on their Parcel, and or exchange the Parcel or Dwelling without payment, for a period of twenty-four (24) months from the date of the Owners' acquisition of title. The date of acquisition of title to the Parcel shall be established by the date the deed or other instrument of conveyance is recorded in the Public Records of Sarasota County, Florida.

5. The leasing restrictions herein shall not apply to the Association.

B. Guest Use of Dwelling or Parcel When Parcel Owner Not in Residence.

1. Prior to the overnight use of any Dwelling or Parcel by a Guest when the Parcel Owner will not be in residence, the Parcel Owners shall submit to CCMA or its agent a completed form promulgated by the Association which shall indicate and include but not be limited to the following information:

a. The name, permanent address, and telephone number of all Guests, and the dates the Guests will be utilizing the Parcel or Dwelling.

4.11 Sale or Transfer.

A. Prior to the sale or transfer of any Parcel or Dwelling, the Parcel Owners shall submit to CCMA or its agent a completed form promulgated by the Association which shall indicate and include but not be limited to the following information:

1. The name, permanent address, and telephone number of the transferee party.

4.12 Clotheslines. The installation of a clothesline on a Parcel must be approved in writing by the ARB prior to installation. All clotheslines shall be approved by the ARB in accordance with Section 163.04, Florida Statutes, as that specific Section is amended from time to time.

4.13 Improved Property Maintenance.

A. All Owners shall keep improved property free and clear of rubbish and debris, shall keep all landscaping materials properly maintained and shall replace them if necessary, and shall maintain the exterior portions of any buildings or exterior structures so that they do not become unsightly.

B. All Owners shall keep grass mowed so that the proper height will not exceed five (5) inches, unless otherwise specified for the Bounded Common Areas or Common Areas by CCMA.

C. CCMA shall have the right to perform or have performed this landscape maintenance if an Owner fails to so, and the cost of the maintenance shall be promptly paid by the Owner to the Master Association.

D. CCMA shall have the right, after written notice to Owner, to enter upon Owner's Parcel and the exterior of any improvements in order to exercise these rights. The cost to perform such work shall be considered a Service Assessment and CCMA shall have the lien rights given for the collection of Assessments as provided in Articles 3.6 and 3.7 herein, if an Owner fails to pay such costs on demand.

4.14 Unsightly Objects.

A. All unsightly objects including but not limited to side pads, air conditioning equipment, pool equipment, trash and garbage cans, recycling bins, barbecue equipment, irrigation equipment, garden equipment, and compressors shall be screened or stored in such a manner as to not be visible from adjacent properties or streets.

B. Playthings, including but not limited to slides, swings, sandboxes, trampolines or any large plaything shall not be visible from the street.

C. Portable basketball backboards must be returned to private property, after use, if used on sidewalk, on street, or on driveway between sidewalk and street.

4.15 Visible Parking and Storage.

A. All vehicles of any kind shall be parked or stored fully within the enclosed garage and/or driveway of the Dwelling thereon, except as provided by law:

1. Vehicles prohibited from being parked in open view upon a Parcel shall include:
  - a. Trucks, other than pickup trucks, motor homes, carts, marine and other trailers, marine vessels, racing vehicles, aircraft, off-road vehicles, motorcycles, and campers.
  - b. 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 forty-eight (48) consecutive hours or seven (7) cumulative days within any thirty (30) day period.

B. The use of the street for parking or storing resident's vehicles is not permitted except for occasional street parking by guests and service vehicles and occasional street parking by residents only when service vehicles are occupying the driveway.

C. No commercial vehicles shall be parked on a driveway within a Parcel outside of the enclosed garage of a Dwelling at any time. Owners of Parcels 71-102 and 140-148 who owned a Parcel as of March 21, 2000, and who also owned a commercial vehicle as of March 21, 2000, and as of March 21, 2000, parked the commercial vehicle on a driveway within a Parcel outside of the enclosed garage of the Dwelling, were and are entitled to continue to do so until transfer of title to their property. Any person who took title to Parcels 71-102 and 140-148 after March 21, 2000, is prohibited from parking or maintaining a commercial vehicle on a driveway outside the enclosed garage.

#### 4.16 Unimproved Property Maintenance.

A. All Owners of land in Chestnut Creek shall keep any unimproved land owned by them free and clear of rubbish and debris, and shall keep the land mowed so that grass, weeds and other ground vegetation are less than one (1) foot in height.

B. The Master Association shall have the right to perform or have performed this maintenance if an Owner fails to do so, and the cost of the maintenance shall be promptly paid to the Master Association.

C. The Master Association shall have the right, after notice to Owner, to enter upon Owner's Parcel in order to exercise these rights. These costs shall be considered a Special Assessment against the Parcel Owner and the Master Association shall have the lien rights given for the collection of Assessments if an Owner fails to pay these costs on demand.

#### 4.17 Solar Collector Guidelines.

A. Any solar collector unit must be approved in writing by the ARB prior to installation. All solar collectors shall be approved by the ARB in accordance with Section 163.04, Florida Statutes, as that specific Section is amended from time to time.

#### 4.18 Towers, Aerials, Cables and Electric Emissions.

A. No towers, antennas, aerials or overhead wires or cables shall be permitted on any Parcel in Chestnut Creek except for:

1. Satellite dishes that do not exceed one meter (39") in diameter.
2. TV antennas to receive video-programming signals from television broadcast stations (TVBS).
3. Antennas used to receive MMDS.

B. All such antennas and satellite dishes shall be located to the rear of the property or on the rear of the Dwelling so as not to be visible from the street provided such placement does not preclude the Parcel Owner from receiving any acceptable quality signal.

C. All such antennas and satellite dishes shall be painted to match the existing color of the Dwelling on the Parcel or painted such that it blends into the background against which it is mounted and so long as the painting does not interfere with reception.

D. If reception requires placement in any area other than provided in above paragraph B, then placement shall be in the least obtrusive location possible, which does not impair reception. If the location is such that it is obtrusive and has significant visual impact in the community or is visible from the street, the ARB and/or the Master Board may require that the antenna or satellite dish be screened by landscaping plantings.

#### **ARTICLE 5 – ARCHITECTURAL REVIEW BOARD ("ARB")**

5.1 The Purpose and composition of the Architectural Review Board (the "ARB").

A. The purpose of the ARB is to ensure the development of Chestnut Creek as a residential area of the highest quality and standards and to ensure that all improvements constructed upon each Parcel in Chestnut Creek shall present an attractive and pleasing appearance from all sides of view.

B. The Architectural Review Board ("ARB") shall be composed of not less than three (3) persons appointed by the Master Board. Each member of the ARB shall serve at the pleasure of the Master Board. The Board of Directors may serve as the ARB if the Board of Directors cannot acquire enough persons to serve on the ARB committee and/or if the ARB is unable to perform its' functions for whatever reason.

5.2 Authority of the ARB.

A. The ARB is authorized to adopt, amend, modify, repeal, enforce, and publish additional Architectural Standards not expressed in this Declaration.

B. The ARB is hereby given and granted discretion to control and approve all buildings, structures and other improvements to be constructed upon each Parcel in Chestnut Creek in the manner and to the extent set forth herein and consistent with the Architectural Standards enumerated herein and published elsewhere.

1. For purposes of this Declaration the term "Improvement" shall mean and refer to any,

building, structure, fence, wall, sign, paving, grading, swimming pool, screen enclosure, driveway, parking space, landscaping, landscape device or object or other Improvement, the construction or placement of which is placed or proposed upon any Parcel or Dwelling on a Parcel within Chestnut Creek.

C. The ARB is further given and granted discretion, in conjunction with the Committees, to enforce compliance with Rules and Regulations specified herein, as well as policies and procedures approved by CCMA.

5.3 When ARB Review Required. Review by the ARB shall be required in each of the following circumstances:

A. Whenever the Owner of a Parcel proposes to construct Improvements on a Parcel.

B. Whenever any reasonably visible exterior alteration or other Improvement to an existing Parcel or Dwelling on a Parcel is proposed by an Owner.

C. Whenever any Owner proposes to maintain or repair a Dwelling on a Parcel Living Unit or an Improvement on a Parcel in any manner that will result in the application or use of materials of a significantly different type, shade, color or quality than those originally used on the Dwelling on a Parcel and the Improvements on a Parcel.

D. Whenever the Dwelling on a Parcel and/or the Improvements on a Parcel have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended, unless reconstruction or rebuilding is identical to the existing Dwelling on a Parcel or Improvement previously approved by the ARB.

E. Without limiting the generality of the foregoing, the addition of swimming pools and patios shall be subject to ARB Review as shall the construction of any wall, screen enclosure, water or sewer line, drain, solar energy device or other installation, device, equipment or structure which will alter the appearance of the Parcel or Improvements located thereon when viewed from adjacent Parcels or streets. However, the installation of solar energy devices may only be regulated in accordance with Florida Law.

F. Each Owner shall be responsible at all times for determining that all Improvements, plans and specifications conform and comply in all respects with these restrictions or other restrictions of record, all applicable governmental regulations, and all exterior Architectural Standards, architectural design, location and color specifications as may be approved by the ARB.

5.4 Site Plan, Design and Architectural, Control.

A. No portion of the Property or a Parcel shall be improved or any buildings or ether structures erected on it or existing Improvements or structures modified (except for interior modifications) until Architectural plans and specifications, together with a site plan showing the boundaries; of the Parcels or lands to be improved, building elevations, the location of the improvements, walkways, driveways, mail boxes, and landscaping has been approved by the ARB in writing.

B. The Architectural plans and specifications shall also describe exterior colors of the improvements, and shall include a sample of these colors. ARB may require the submission of such additional information and materials as may be reasonably necessary to evaluate the proposed improvement or modification.

C. Written notice of approval or disapproval in recordable form, which may be conditional or provisional, shall be given within forty-five (45) days after submission of all necessary materials to ARB.

D. No construction shall be commenced until written notice of approval by ARB has been given to the Parcel Owner.

E. Once approved by the ARB, no changes in the structure or exterior appearance of any improvements or their use, or changes in walkways, driveways, mailboxes and landscaping, shall be made without the written approval of ARB in accordance with the foregoing provisions and procedures.

F. No approval shall be or imply approval from a standpoint of structural safety or conformance with building and zoning codes of Sarasota County.

G. A schedule of reasonable fees may be adopted for processing applications.

5.5 Right of ARB to Grant Variances. The ARB may authorize variances from compliance with any of the architectural provisions of this Declaration, when circumstances such as topography, natural obstructions, or environmental considerations may require. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

A. Such variances, if granted, shall be granted upon written application of the Parcel Owner setting forth in detail the variance required and the reasons for it.

B. Any such variance, if granted, shall be granted by the ARB in writing and shall be complied with strictly complied by the applicant and only that applicant.

C. 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 6 - ARCHITECTURAL STANDARDS**

6.1 Changing Parcels Boundaries. No boundaries of Parcels or lands in Chestnut Creek set forth in an approved site Plan may be changed without the prior written approval of the ARB and the Master Board.

6.2 Grade. The grade level of land in Chestnut Creek shall not be materially altered by a Parcel Owner without the written consent of the ARB and Master Board. Prior written approval of all governmental bodies or agencies having jurisdiction over the matter shall first be obtained before the ARB and the Master Board may give its written consent. No filling or grading shall be done by a Parcel Owner that will adversely affect the proper drainage of any other land in Chestnut Creek, or that is contrary to its development plan.

6.3 Yards – Lawns/Driveways/Walks/sidewalks - All Parcels.

A. Lawns.

1. That portion of each Parcel, including the unpaved portions of a street right of way adjoining such Parcel, that is not covered by Dwellings, patios, driveways, and walkways, shall be sodded with natural grass and or suitable natural groundcover. Sodded shall be defined as fully matured grass.
2. The lawn shall thereafter be maintained in good condition and replaced as may be necessary. In no event shall gravel or stone yards be permitted, other than gravel/stones and/or wood shavings for decorative landscaping purposes of portions of an otherwise sodded yard. In areas where natural grass is not feasible, other natural ground covers may be used only with prior written consent of the ARB.
3. Owners have the option to have a "Florida Friendly Yard" as defined in FL Statue 373.185 with the proviso it is designed by a Certified Master Gardener or a licensed nursery.

B. Driveways and Walks.

1. All driveways, walks and parking areas shall be approved by the ARB, and driveways and sidewalks shall be constructed of concrete, with drives to their intersection with the paved street adjacent to the Parcel.
2. Driveway and walkway design, location, materials and coloring shall be submitted to the ARB for written approval prior to commencement of any project. Any changes to original plan are to be submitted to ARB for approval.

C. Sidewalks:

1. Sidewalks shall be constructed and maintained in accordance with specifications approved to appropriate governmental authorities and in compliance with the site development plans.
2. No public sidewalk shall be painted, stained, or altered in any way as to be changed from its original concrete color finish or conflict with adjoining Parcels within Chestnut Creek.

6.4 Setback Requirements. For the purposes of these paragraphs, unless expressly provided for herein, all structures attached to or appurtenant to or forming a part of the single-family Dwelling unit built or to be built upon a Parcel shall be considered a part of the "Dwelling."

A. Parcels 1-38 (ESTATES I) No part of any Dwelling shall be located nearer than twenty (20) feet from any point on the front Parcel line of any Parcel, or nearer than eight (8) feet from any point on the side Parcel line of any Parcel, or nearer than ten (10) feet from any point on the rear Parcel line of any Parcel. In the event the rear Parcel line of a Parcel borders on or extends into a canal, waterway, lake, pond, basin or

drainage ditch, no part of the Dwelling shall be nearer than ten (10) feet from any point on said rear Parcel line or any point on said body of water, whichever is closer to the Dwelling.

B. Parcels 39-70 (ESTATES II) No part of any Dwelling shall be located nearer than twenty (20) feet from any point on the front Parcel line of any Parcel, or nearer than ten (10) feet from any point on the side Parcel line of any Parcel, or nearer than ten (10) feet from any point on the rear Parcel line of any Parcel. Provided however, the Master Association at its discretion, will consider and may grant a variance for side Parcel setback requirements as follows; eight (8) feet from any point on the side Parcel line of any Parcel but not less than eighteen (18) feet total within the Parcel and not less than twenty (20) feet between adjacent houses. In the event the rear Parcel line of a Parcel borders on or extends into a canal, waterway, lake, pond, basin or drainage ditch, no part of the Dwelling shall be nearer than ten (10) feet from any point on said rear Parcel line or any point on said body of water, whichever is closer to the Dwelling.

C. All Parcels from #71 upward (except Parcels #103-139 in paragraph d) below) in LAKES, WOODS, MANORS, AND ESTATES III/IV. No part of any Dwelling shall be located nearer than twenty (20) feet from any point on the front Parcel line of any Parcel, or nearer than the (10) feet from any point on the side Parcel line of any Parcel, or nearer than ten (10) feet from any point on the rear Parcel line of any Parcel. Provided however, the Master Association at its discretion, will consider and may grant a variance for side Parcel setback requirements as follows; six (6) feet from any point on the side Parcel line of any Parcel but not less than fifteen (15) feet total within the Parcel and not less than twenty (20) feet between adjacent houses. In the event the rear Parcel line of a Parcel borders on or extends into a canal, waterway, lake, pond, basin or drainage ditch, no part of the Dwelling shall be nearer than ten (10) feet from any point on said rear Parcel line or any point on said body of water, whichever is closer to the Dwelling.

D. Parcels 103-139 in WOODS. No part of any Dwelling shall be located nearer than twenty (20) feet from any point on the front Parcel line of any Parcel, or nearer than the (10) feet from any point on the rear Parcel line of any Parcel, or nearer than six (6) feet from any point on the side Parcel line of any Parcel but not less than fifteen (15) feet between houses. In the event the rear Parcel line of a Parcel borders on or extends into a canal, waterway, lake, pond, basin or drainage ditch, no part of the Dwelling shall be nearer than ten (10) feet from any point on said rear Parcel line or any point on said body of water, whichever is closer to the Dwelling.

6.5 Completion of Structures and Improvements. All structures and improvements approved by the ARB must be substantially completed in accordance with the approved plans and specifications within nine (9) months after the commencement of construction, except that the CCMA may grant extensions for good intention shown, including those circumstances in which the Parcel Owner has made good faith and diligent effort to complete such constructions and improvements or if completion is impossible as a result of matters beyond control of the owner, such as strikes, casualty losses, national emergence or acts of God.

6.6 Type of Dwelling.

A. COMMON PROVISIONS.

1. All Dwellings constructed, altered, permitted to remain or to be occupied on any Parcel or parcel shall conform to the following requirements in addition to all the provisions of these covenants and restrictions to wit:

- a. All Dwelling houses shall be constructed of new and durable materials and of external design harmonious with existing structures on comparable locations within the Subdivision. All external-building walls must be of cement block, stucco or of wood, brick or stone, unless otherwise approved by the ARB in writing. Exterior colors of Dwelling houses must be of the general range of earth tones and must be approved by the ARB.
- b. All areas of every Parcel not occupied by the Dwelling house or cages or patios shall be duly landscaped in accordance with plans approved by ARB. All yard areas shall be sodded except for permitted drives and parking areas, as designated by the ARB unless otherwise approved by the ARB in writing. All driveways and parking areas shall be constructed of reinforced concrete, a minimum of four inches in thickness with broom finish, up to road pavement, unless otherwise approved by ARB in writing.

**B. ROOFING PROVISIONS.**

**1. ESTATES I/II - All Parcels.**

- a. All roofs of Dwellings shall be of glazed tile, cement, slate Bermuda style cement, asphalt or fiberglass shingles of 280 lb. or heavier unless otherwise approved by the ARB in writing. No aluminum roofs shall be permitted.

**2. LAKES AND WOODS - All Parcels.**

- a. All roofs of Dwellings shall be of glazed tile, cement, slate Bermuda style cement, asphalt or fiberglass shingles of 240 lb. or heavier unless otherwise approved by the ARB in writing. No aluminum roofs shall be permitted.

**3. THE MANORS AND ESTATES III/IV - All Parcels.**

- a. All roofs of Dwellings shall be of glazed or cement tile, unless otherwise approved by the ARB in writing. No aluminum roofs shall be permitted.

**4. PROHIBITION ON CEDAR SHAKE ROOFING.** The use of Cedar shake roofing is prohibited in Chestnut Creek.

**C. EXTRANEIOUS STRUCTURES PROVISIONS.**

**1. ESTATES I/II - All Parcels.**

- a. Any structures such as garages, porches, service or utility rooms, guest rooms, servant's quarters, and the like shall be attached to and be an integral part of the Dwelling building and shall also conform with all requirements hereof. No separate or detached structures of any type shall be permitted except for a utility shed, which must be built to match the house. Any utility shed must be of wood or cement block construction, must be approved by ARB and must be situated in the backyard so as not to be seen from the

road, and must be attractively landscaped in general conformance with the Dwelling building. Parcel Owners of lake front properties are prohibited from having freestanding utility sheds in backyard.

2. THE WOODS, THE MANORS, AND ESTATES III/IV - All Parcels.

- a. Any structures such as garages, porches, service or utility rooms, guest rooms, servant's quarters, and the like shall be attached to and be an integral part of the Dwelling building and shall also conform with all requirements hereof. No separate or detached structures of any type shall be permitted. Owners of lake front properties are prohibited from having freestanding utility sheds in backyard.

3. THE LAKES - All Parcels.

- a. Any structures such as garages, porches, service or utility rooms, guest rooms, servant's quarters, and the like shall be attached to and be an integral part of the Dwelling building and shall also conform with all requirements hereof. No separate or detached structures of any type shall be permitted except for a utility shed, which must be built to match the house. Any utility shed must be of wood or cement block construction, must be approved by ARE, and must be situated in the backyard so as not to be seen from the road, and must be attractively landscaped in general conformance with the Dwelling building. Owners of lake front properties are prohibited from having freestanding utility sheds in backyard.

D. BASIC DWELLING PROVISIONS.

1. ESTATES I & II - All Parcels.

- a. Such Dwelling house shall have a ground floor heated and cooled living area of not less than 1300 square feet, exclusive of the area of any garage, porches, storage areas, or patios, whether or not such porches are roofed. No Dwelling shall exceed two stories in height. A two-story Dwelling shall have a minimum of 700 square feet of ground floor heated and cooled living area as defined above.

2. THE WOODS - All Parcels.

- a. Such Dwelling house shall have a ground floor heated and cooled living area of not less than 1300 square feet, exclusive of the area of any garage, porches, storage areas, or patios, whether or not such porches are roofed. A two-story Dwelling shall have a minimum of 750 square feet of ground floor heated and cooled living area as defined above.

3. MANORS - All Parcels.

- a. Such Dwelling shall have a ground floor heated and cooled living area of not less than 1500 square feet, exclusive of the area of any garage, porches, storage areas, or patios, whether or not such porches are roofed. A two (2) story Dwelling shall not have a second story exceeding 33 1/3% of the total heated and cooled living area as defined above.

4. THE LAKES - All Parcels.

- a. Such Dwelling house shall have a ground floor heated and cooled living area of not less than 900 square feet, exclusive of the area of any garage, porches, storage areas, or patios, whether or not such porches are roofed. No Dwelling shall exceed one story in height.

5. ESTATES 111/IV - All Parcels.

- a. Such Dwelling house shall have a ground floor heated and cooled living area of not less than 1800 square feet, exclusive of the area of any garage, porches, storage areas, or patios, whether or not such porches are roofed. A two-story (2) Dwelling shall not have a second story exceeding 33 1/3% of the total heated and cooled living areas as defined above.

E. GARAGES.

1. ESTATES I/II - A11 Parcels.

- a. Garages shall be of at least two-car capacity and shall be equipped with automatic electric garage door openers. No carports shall be permitted.

2. THE LAKES - All Parcels.

- a. Garages shall be of at least one-car capacity and shall be equipped with automatic electric garage door openers. No carports shall be permitted.

3. THE WOODS, THE MANORS & ESTATES III/IV - A11 Parcels.

- a. Garages shall be of at least two-car capacity and shall be equipped with automatic electric garage door openers. No carports shall be permitted.

6.7 Water Systems, Sewage Systems, and Irrigation.

A. All buildings and/or Dwellings to be placed and/or constructed on any of this Property shall be connected to the existing water system and existing sewer system, whether same is operated by a private corporation, a municipality, or the county.

B. The Parcel Owners are prohibited from installing septic tanks.

C. Parcel Owners, their tenants and lessees, and all occupants of any such Dwellings and buildings accept such rights in this subdivision only on the condition that they will pay all monthly water charges and sewer charges promptly, said monthly charges being approved by such government agencies having jurisdiction thereof, and that upon the failure to make such payments, the corporation, whether private, municipal or county, shall have the right to disconnect such services and shall not be obligated to reconnect or furnish such services to the said property until all of the said delinquent charges including disconnection and reconnection charges are paid.

D. The franchised utility company serving the area, its successors or assigns, is hereby granted an easement and license to enter upon the premises herein described for the purpose of installation or inspection of such sewer lines and for servicing and maintenance of such facilities.

E. Parcel Owners may install a well and pump and connected distribution center for outside the Dwelling for landscaping irrigation only.

F. Irrigation from lakes shall be permitted after irrigation system plans are submitted to ARB for written approval.

G. Horizontal irrigation lines shall be constructed underground.

H. Intake suction lines must be underground and properly maintained

I. All pumps for irrigation purposes shall be covered or enclosed in such a fashion as to be concealed from the street or adjacent properties.

J. Should recycled water become available it shall be used only for outside the Dwelling for landscaping irrigation only.

#### 6.8 Residential Pools.

A. No aboveground swimming pool shall be permitted at any time anywhere within the Subdivision. This provision shall not be deemed to prohibit hot tubs, therapy pools and hydra spas when they are incorporated into improvements and approved in writing after plans have been reviewed by ARB.

B. All in-ground pools within Chestnut Creek shall be completely enclosed with screened cages.

C. All pool enclosures shall be constructed to comply with applicable rules, regulations and standards of all governments having jurisdiction.

D. Such enclosure may have reasonable gates and doors which when closed will make the enclosure continuous.

E. All such pools, screening, and caging shall be subject to ARB review.

F. Swimming pools shall be filled only with household water, safe for drinking supplied by the utility. No well water or recycled water shall be used in a swimming pool.

G. Operation of such pools shall be in compliance with the CCMA Rules and Regulations.

6.9 Walls, Hedges, and Fences.

A. No walls, fences or other vertical construction or dividing instrumentality shall be constructed or maintained on any Parcel except Parcels 1-102, Parcels 140-145, and those sets of two (2) Parcels which have a single Dwelling on them. No wall, fences or hedging shall be permitted abutting any lake within Chestnut Creek.

1. For Parcels 1-102 and Parcels 140-145, a four-foot (4) high galvanized, chain link fence which can be uncolored, black or green, or a landscaped hedge may be constructed or maintained provided the fence or hedge encloses only the area at the rear of the residence and does not extend forward of the vertical plane established by the rear wall of the main residence. In no instance shall any inserts be permitted in chain link fencing. A landscaped hedge may be planted and maintained forward of the vertical plane established by the rear wall of the main residence but only along the side Parcel line and immediately adjacent to the residence.
2. For those sets of two (2) Parcels that have a single Dwelling on them, with the consent of the owners of both Parcels underlying a single Dwelling structure, a privacy wall or fence may be constructed to the rear of said Dwelling structure along the common Parcel boundary line to a maximum height of six (6) feet and for a maximum length of sixteen (16) feet or to the rear Parcel 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 ARB.

6.10 Standard Mailboxes for Manors, and Estates III/IV. All mailboxes must be constructed to the specifications as outlined by the ARB. The intent of this restriction is to promote uniformity of mailbox designs throughout Chestnut Creek. Standard mailboxes are optional for the Estates I/II, the Lakes, and the Woods. The ARB can provide necessary information regarding mailbox re-finishing to all Parcel Owners when needed.

## ARTICLE 7 – ENFORCEMENT

7.1 Remedies. In addition to all other remedies provided for in the Declaration, Florida law, or Section 720.305, Florida Statutes, as that specific Section is amended from time to time, the Master Board shall have the power to impose reasonable Fines on a violator and a Parcel Owner for failure of such Parcel Owner, his family members, guests, invitees, tenants and licensees to comply with any provisions of the applicable Florida Statutes, this Declaration, the Articles, the Bylaws, and the CCMA Rules and Regulations. The Parcel Owner shall be jointly and severally liable for any fine imposed on his or her family member, guest, invitee, tenant or licensee.

A. Fining and Suspension.

1. The Master Association may levy reasonable fines and suspensions as provided in Section 720.305, Florida Statutes, as that specific Section is amended from time to time.

2. The Master Association may levy reasonable fines for violations of the Declaration, Bylaws, and the CCMA Rules and Regulations. A fine may not exceed \$250 per violation against any Member or any Member's tenant, guest, or invitee for the failure of the Parcel Owner or its occupant, licensee, or invitee to comply with any provision of the Declaration, Bylaws, or CCMA Rules and Regulations. A fine may be levied by the Board for each day (\$250 per day) of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000 in the aggregate. A fine of less than \$1,000 may not become a lien against a Parcel. A fine of \$1,000 or more may become a lien against a Parcel and will be considered a Special Assessment and may be foreclosed in the same manner as delinquent assessments.
3. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party incurred incident to the collection of the fine, as determined by the court. Fines not paid within thirty (30) days shall accrue interest at the highest rate allowed by law (currently eighteen percent (18%) per annum) and a late fee of Twenty-Five (\$25) Dollars. Any final judgment obtained by the Master Association shall be recorded in the public records and filed with the Florida Secretary of State and shall accrue interest at the rate of eighteen percent (18%) per annum. The Parcel Owner shall be jointly and severally liable with the Owner's family members, tenant, guest or invitee for the payment of the fine.
4. **Suspension of Use Rights.** In the event of any noncompliance with the Governing Documents, subsequent to written notice and hearing pursuant to this Article 7, the Master Association may suspend, for a reasonable period of time, the rights of a Member or Member's tenants, guests or invitees, or both to use the common areas and facilities.
5. **Nonpayment of Assessments; Voting Rights.** The Master Association may suspend the voting rights of a Member for the nonpayment of fines, fees, Assessments and other monetary obligations of the Member that are delinquent in excess of ninety (90) days. Such voting rights shall be automatically restored for future voting upon receipt of cleared funds for full payment of all amounts due to the Master Association.
6. **Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Master Association's Board of Directors may, but shall be under no legal duty or obligation to, enforce any provisions of the Declaration, these Bylaws or the Rules and Regulations by suit at law in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent legally permissible, the violator shall pay all costs, including reasonable attorney's and paralegal's fees, actually incurred by the Master Association.

7.2 **Legal Action.** Judicial enforcement of the Rules and Regulations and Governing Documents shall be by any proceeding at law or in equity, including but not limited to those remedies provided in Section 720.305,

Florida Statutes, as that specific Section is amended from time to time, against any person or persons violating or attempting to violate any Rules and Regulations and Governing Document either to restrain violation or to recover damages, or against the land to enforce any lien thereon; and failure by the Master Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If an action is commenced, the Community Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Rules and Regulations and Governing Documents. Certain disputes must be submitted to dispute resolution procedures conducted by the Florida Department of Business and Professional Regulation, Division of Florida Condominiums, Time Shares and Mobile Homes (the "Division"), as more particularly set forth in Section 720.311, Florida Statutes, as that specific section is amended from time to time.

7.3 Entry by the Master Association. The violation of any conditions or restrictions, or breach of any covenant herein contained, or in any of the Rules and Regulations and Governing Documents, shall also give the Master Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon a Parcel and Improvements thereon where such violation or breach exists and summarily abate and remove any Improvements, construction, or other violation that may be or exists thereof at the sole cost and expense of the Owner of the offending Parcel. Any cost or expense incurred by the Association, including attorney's fees and costs, to remove any Improvements, construction, or other violation shall be considered a Service Assessment. The Community Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

7.4 Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Master Board may, but shall be under no legal duty or obligation to, enforce any provisions of the Rules and Regulations and Governing Documents by suit at law in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent legally permissible, the violator shall pay all costs, including reasonable attorney's and paralegal's fees, actually incurred by the Master Association.

#### **ARTICLE 8 – AMENDMENT**

8. This Declaration may be amended by the following manner:

8.1 Proposal. The Master Board or thirty percent (30%) of the total Voting Interests of the Association may propose an amendment to the Declaration.

8.2 Adoption. The Declaration may be amended upon the affirmative approval of a simple Majority of the eligible Voting Interests present (in person or by proxy) at a duly-noticed membership meeting at which a Quorum is obtained.

8.3 Limitation on Amendments. Pursuant to Section 720.306(1)(c), Florida Statutes, as that specific section is amended from time to time, an amendment may not materially and adversely alter the proportionate voting interest appurtenant to a Parcel or increase the proportion or percentage by which a Parcel shares in the common expense of the Association unless the record Parcel Owner and all record owners of liens on the Parcels join in the execution of the amendment. A change in the quorum requirements is not an alteration of Voting Interests. The merger or consolidation of one or more associations under a plan of merger or consolidation pursuant to Chapter 617, Florida Statutes is not a material or adverse alteration of the proportionate voting interest appurtenant to a Parcel.

8.4 Certificate of Amendment. The Association shall record a copy of each amendment in the Public Records of Sarasota County, Florida along with a Certificate of Amendment executed by the appropriate officers of the Association with the formalities of a deed. An amendment becomes legally effective when filed and recorded as provided herein.

## ARTICLE 9 – MISCELLANEOUS

9.1 Interpretation. The Master Board is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles, and the CCMA Rules and Regulations. The Master Board interpretation shall be binding upon all parties unless wholly unreasonable and arbitrary. A written opinion rendered by legal counsel that an interpretation adopted by the Master Board is not wholly unreasonable and arbitrary shall conclusively establish the validity of such interpretation.

9.2 Definitions. If a term is not defined herein or is deemed ambiguous, the Master Board shall be responsible for defining the term in its reasonable discretion. The Master Board may refer to the Florida Building Code (latest edition), the common or historical use of the term in the community or refer to a common dictionary when defining a term. The Master Board definition shall be binding on all parties unless wholly unreasonable and arbitrary. A written opinion rendered by legal counsel that a definition adopted by the Master Board is not wholly unreasonable and arbitrary shall conclusively establish the validity of such definition.

9.3 Conflicts. The term "Governing Documents," as used in this Declaration shall include the Declaration, Articles, Bylaws, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration. In the event of a conflict between the language in the Declaration and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict in any of the Governing Documents, the documents shall control in the following order:

- A. Declaration;
- B. Articles of Incorporation;
- C. Bylaws; and
- D. CCMA Rules and Regulations.

9.4 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

9.5 Severability. In the event that any provisions of this Declaration is deemed invalid, the remaining provisions shall be deemed in full force and effect. If any Declaration, section, clause, phrase or provision is adjudicated to be invalid, such fact shall not affect the validity of any other Declaration.

9.6 Headings. The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.

9.7 Enforcement of Documents. Notwithstanding anything else contained herein, the Master Board shall have the right, but never the duty or legal obligation, to enforce and require compliance with the Declaration, Articles, Bylaws, CCMA Rules and Regulations authorized hereby, and architectural standards or guidelines against Owners, their tenants, residents, invitees, contractors, vendors and guests. In the discretion of the Master Board, enforcement shall be by proceedings for injunctive relief, declaratory relief and/or monetary

damages.

9.8 **Attorney's Fees and Waiver.** The prevailing party in any civil action, mediation or arbitration proceeding brought to enforce the Rules and Regulations and Governing Documents or state law shall be entitled to recover their reasonable attorney's fees and costs from the non-prevailing party. The Association may also charge a Parcel for any reasonable attorney's fees and costs incurred in obtaining compliance by the Owner, tenant or resident thereof and such charge shall be payable and collectible in the same manner as an assessment by the Association as provided in the Declaration. The failure to enforce any provision of the Rules and Regulations and Governing Documents shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

9.9 **Cumulative Rights.** All rights, remedies and privileges granted to the Association hereunder shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by the Association's Rules and Regulations and Governing Documents, or at law or in equity.

9.10 **Term.** These Covenants and Restrictions shall remain in force and effect for a period of thirty (30) years from the date hereof and shall automatically be renewed for successive ten (10) year periods unless the Owners of a Majority of Parcels in the Subdivision execute and record in the Public Records of Sarasota, Florida, an instrument specifically rejecting a subsequent renewal.

**EXHIBIT "A"**

WHEREAS, the following properties within Chestnut Creek Subdivision:

The Estates of Chestnut Creek No. I, as per plat thereof recorded in Plat Book 30, Pages 3-3C;

The Villas of Chestnut Creek, Unit No. I, as per plat thereof recorded in Plat Book 30, Pages 13-13E;

The Lakes of Chestnut Creek, Unit No. I, as per plan thereof recorded in Plat Book 30, Pages 32-32D;

The Estates of Chestnut Creek No. II, as per plat thereof recorded in Plat Book 31, Pages 12-12C;

The Estates of Chestnut Creek No. III, thereof recorded in Plat thereof recorded in Book 32, Pages 8-8C;

The Estates of Chestnut Creek No. IV, as per plat thereof recorded in Plat Book 32, Pages 22-22C;

The Isles of Chestnut Creek, Unit No. I, as per plat thereof recorded in Plat Book 33, Pages 16, 16A-16G;

The Isles of Chestnut Creek, Unit No. II, as per plat thereof recorded in Plat Book 36, Pages 8-8B;

The Patio Homes of Chestnut Creek, Unit No. I, as per plat thereof recorded in Plat Book 32, Pages 32-32E;

The Patio Homes of Chestnut Creek, Unit No. II, as per plat thereof recorded in Plat Book 34, Pages 4-4C;

The Manors of Chestnut Creek, Unit No. I, as per plat thereof recorded in Plat Book 32, Pages 44-44D;

The Manors of Chestnut Creek, Unit No. II, as per plat thereof recorded in Plat Book 33, Pages 39-39C;

all of the Public Records of Sarasota County, Florida, are all restricted pursuant to this Amended and Restated Declaration of Maintenance and Land Use Provisions for Chestnut Creek.

**EXHIBIT "B"**

Quit Claim Deed Recorded in the Official Records of Sarasota County at Book 2409, Page 1273 et seq.

Quit Claim Deed Recorded in the Official Records of Sarasota County at Book 2409, Page 1276 et seq.

Quit Claim Deed Recorded in the Official Records of Sarasota County at Book 2415, Page 944 et seq.

Quit Claim Deed Recorded in the Official Records of Sarasota County at Book 2895, Page 2618 et seq.

**EXHIBIT "C"**  
**Permanent Easement**

A tract of land situated in Section 14, Township 39 South, Range 19 East, Sarasota County, Florida, Being more particularly described as follows:

Commence at the SW corner of said Section 14, Township 39 South, Range 19 East; thence S 89°59'59" East along the South line of said Section 15, 1050.05 feet; thence N 0°34'32" West 70.00 feet for the Point of Beginning; thence continue N 0°34'32" West 483.03 feet to the South line of "THE ESTATES OF CHESTNUT CREEK NO. 1" as recorded in Plat Book 30, Page 3 of the Public Records of Sarasota County, Florida; thence S 89°59'59" East along said South line 544.50 feet; thence S 0°34'32" East 483.03 feet; thence N 89°59'59" West 544.50 feet to the Point of Beginning.

LESS that part of Venice East Boulevard (100 foot R/W)

**AMENDED AND RESTATED  
BYLAWS  
OF  
CHESTNUT CREEK MASTER ASSOCIATION, INC.  
A Florida Corporation Not-For-Profit**

*[Substantial rewording of Bylaws. See existing Bylaws  
and amendments thereto for present text.]*

The Members of **CHESTNUT CREEK MASTER ASSOCIATION, INC.** (herein, the "Association"), a corporation not-for-profit under the laws of the State of Florida, hereby adopt the following Amended and Restated Bylaws. The Amended and Restated Bylaws supersede and replace all previous Bylaws and amendments thereto. The Amended and Restated Declaration of Maintenance and Land Use Provisions for Chestnut Creek was recorded at Instrument # 2000034625 et seq. of the Official Records of Sarasota County, Florida (herein, the "Declaration").

**ARTICLE 1.  
IDENTITY**

1.1 **Name.** The name of the corporation is **CHESTNUT CREEK MASTER ASSOCIATION, INC.** (herein, the "Association").

1.2 **Principal Address.** The name of this corporation shall be **CHESTNUT CREEK MASTER ASSOCIATION, INC.** The principal address of the Association is 1162 Indian Hills Blvd Venice, FL 34293. The Association's Board of Directors may change the Association's principal office from time to time in the manner provided by law.

1.3 **Adoption.** These Amended and Restated Bylaws of the Association have been adopted as the Bylaws of the Association.

1.4 **Definitions.** All terms used in these Bylaws have the same meaning, to the extent applicable, as set forth in the Amended and Restated Declaration of Maintenance and Land Use Provisions for Chestnut Creek (herein, the "Declaration").

1.5 **Corporate Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "corporation not for profit" and the year of incorporation (1992). Alternatively, the words "Corporate Seal" may serve as the seal of the Association.

**ARTICLE 2.  
POWERS OF THE ASSOCIATION**

2.1 The Association shall have all powers granted to it by Florida law, the Declaration, the Articles of Incorporation, and these Bylaws. The powers of the Association shall be exercised by its Board of Directors and its officers unless the exercise thereof is otherwise restricted in the Declaration, the Articles, the Bylaws or by law.

2.2 **Emergency Powers.** consistent with Section 617.0830, Florida Statutes, the board of directors, in response to damage or injury caused by or anticipated in connection with an emergency, as defined in Section 252.34(4), Florida Statutes, for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes, in the area encompassed by the association, may exercise the following powers:

- (A) Conduct board meetings, committee meetings, elections, or membership meetings, in whole or in part, by telephone, real-time videoconferencing, or similar real-time electronic or video communication after notice of the meetings and board decisions is provided in as practicable a manner as possible, including via publication, radio, United States mail, the Internet, electronic transmission, public service announcements, conspicuous posting on the common area, or any other means the board deems appropriate under the circumstances. Notice of decisions may also be communicated as provided in this paragraph.
- (B) Cancel and reschedule an association meeting.
- (C) Designate assistant officers who are not directors. If the executive officer is incapacitated or unavailable, the assistant officer has the same authority during the state of emergency as the executive officer he or she assists.
- (D) Relocate the association's principal office or designate an alternative principal office.
- (E) Enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.
- (F) Implement a disaster or an emergency plan before, during, or following the event for which a state of emergency is declared, which may include, but is not limited to, turning on or shutting off elevators; electricity; water, sewer, or security systems; or air conditioners for association buildings.
- (G) Based upon the advice of emergency management officials or public health officials, or upon the advice of licensed professionals retained by or otherwise available to the board, determine any portion of the common areas or facilities unavailable for entry or occupancy by owners or their family members, tenants, guests, agents, or invitees to protect their health, safety, or welfare.
- (H) Based upon the advice of emergency management officials or public health officials or upon the advice of licensed professionals retained by or otherwise available to the board, determine whether the common areas or facilities can be safely inhabited, accessed, or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the declaration.
- (I) Mitigate further damage, injury, or contagion, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other

fixtures on or within the common areas or facilities or sanitizing the common areas or facilities.

- (J) Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the declaration or other recorded governing documents, levy special assessments without a vote of the owners.
- (K) Without owners' approval, borrow money and pledge association assets as collateral to fund emergency repairs and carry out the duties of the association if operating funds are insufficient. This paragraph does not limit the general authority of the association to borrow money, subject to such restrictions contained in the declaration or other recorded governing documents.

### **ARTICLE 3. MEETINGS OF MEMBERS**

3.1 **Annual Meetings of Members.** An annual meeting of the Members shall be held in the month of January each year, at a date, time and place specified by the Board. At each annual membership meeting, the Members shall elect Directors and may conduct such other business as may be properly brought before the meeting. The membership shall meet at least once each calendar year.

3.2 **Special Meetings.** The President or Vice President of the Association may call special meetings of the Members. In addition, it shall be the duty of the President to call a special meeting of the Members if so directed by resolution of a Majority of the Board of Directors, or upon receipt of a written petition signed by at least five percent (5%) of the total eligible Voting Interests of the Association, which request shall state a valid purpose for the special membership meeting. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose(s) thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.3 **Notice of Meetings.** The Association shall provide proper notice of all members' meetings. The meeting notice shall include an agenda and shall state the date, time and place for which the meeting is called. The notice shall be mailed, emailed or hand-delivered to each Member at the Member's designated address as it last appears on the books of the Association. The Association shall provide notice of the meeting to all Members not less than fourteen (14) days or more than sixty (60) days prior to the date of the membership meeting. The person providing the notice of the membership meeting shall provide proof of proper and timely notice by affidavit. Notwithstanding any other provision herein, notice of meetings of the Board of Directors, membership meetings, and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission.

3.4 **Quorum.** The presence, in person or by proxy, of Members representing at least thirty percent (30%) of the eligible total Voting Interests in the Association shall constitute a quorum at all membership meetings of the Association. There are 668 parcels in the Subdivision; therefore, there are 668 Voting Interests. Members may attend a membership meeting in person or by proxy or by means of remote communication if permitted by Board resolution as provided in Section 617.0721, Florida Statutes. A voting interest or consent right allocated to a Parcel or Member which has been suspended by the Association may not be counted towards the total number of Voting Interests necessary to constitute a

quorum, the number of Voting Interests required to conduct an election, or the number of Voting Interests required to approve an action under applicable Florida Statutes or pursuant to the Declaration, Articles of Incorporation or these Bylaws.

**3.5 Proxies.** Members may vote in person, by means of remote communication if permitted by duly-adopted Board resolution as more fully provided in Section 617.0721, Florida Statutes or by proxy; provided, however, that the form of the proxy substantially meets the requirements of Florida law. A proxy may be made by any person entitled to vote, and must be filed with the Secretary of the Association before or at the appointed time of the meeting or prior to the reconvening of an adjourned meeting. Proxies shall not be used in the election of directors. To be valid, a proxy must state the date, time, and place of the membership meeting for which it was given, and must be signed by the person(s) authorized to cast the vote on behalf of the Parcel. A proxy is effective only for the specific membership meeting for which it was originally given, and as the meeting may lawfully be adjourned and reconvened from time to time. Proxies automatically expire ninety (90) days after the date of the membership meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

**3.6 Adjournment of Meetings.** A Majority of the Association's total eligible Voting Interests who are present (in person or by proxy) at a membership meeting may adjourn the meeting to a date, time and place no more than ninety (90) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If the date, time and place for reconvening the meeting are not announced at the meeting before an adjournment is taken, notice of the new date, time and place for the reconvened meeting shall be given to the Members in the manner prescribed in Article 3.4 above. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

**3.7 Waiver of Notice.** Notice of a membership meeting may be waived by a Member before or after a membership meeting. A Member waives any defect or lack of notice by attending a membership meeting, except when that attendance is for the expressed purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**3.8 Presiding Officer.** The chairperson at all membership meetings shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the Members present (in person or by proxy) may designate any other person to preside as chairperson of the meeting.

**3.9 Minutes of Meetings.** The Secretary or the Secretary's designee shall keep the minutes of the membership meeting. The minutes of the membership meetings shall be kept in a business-like manner and be available for inspection and copying by the Members or their authorized representatives at any reasonable time. The Association shall maintain these minutes for as long as required by the Homeowner's Association Act.

**3.10 Written Action by Members.** Any action required by law or the Governing Documents to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by the required percentage of Members entitled to vote with respect to the subject matter thereof. Such Member action by written agreement shall comply with the procedural requirements of Section 617.0701(4), Florida Statutes.

3.11 **Order of Business.** Unless otherwise determined by the meeting chairman, the order of business at annual membership meetings, and as far as practical at all special membership meetings, shall be as follows:

- (A) Election of Chairperson (if President absent)
- (B) Calling of the roll and certifying proxies
- (C) Proof of meeting notice or waiver of notice
- (D) Reading and disposal of unapproved minutes
- (E) Reports of officers
- (F) Reports of committees
- (G) Appointment by President of inspectors of election
- (H) Election of directors
- (I) Unfinished business
- (J) New business
- (K) Announcements
- (L) Adjournment

#### **ARTICLE 4. VOTING**

4.1 **Voting Rights.** The Owner(s) of each Parcel shall be entitled to one (1) vote as a Member of the Association. The manner of exercising such voting rights shall be determined by these Bylaws. Members shall have the right to vote only on Association matters requiring a membership vote pursuant to the Declaration, Articles of Incorporation, Bylaws or applicable Florida Statutes. The membership of the Association shall consist of all of the record Owners in the Subdivision. In any meeting of the Members, the Owners shall be entitled to cast one (1) vote per Parcel.

4.2 **Vote Required.** The acts approved by a Majority of the total eligible Voting Interests present (in person or by proxy) at a membership meeting at which a quorum is obtained shall constitute the acts of the Members, except when approval by a greater number of Members is required by Florida law, the Declaration, the Articles of Incorporation or these Bylaws. The term "Majority" as used in these Bylaws and other Governing Documents and instruments in reference to voting by Members and the Board of Directors shall mean more than fifty percent (50%).

#### 4.3 **Certificate of Voting Representative.**

- (A) **Single Owner.** If a Parcel is owned by one person, his or her right to vote shall be established by the record title to his or her Parcel.
- (B) **Multiple Owners.** If the Parcel is owned by more than one (1) person, the person entitled to cast the vote for the Parcel shall be designated by a certificate signed by all of the record Owners of the Parcel, and filed with the Secretary of the Association.
- (C) **Married Owners.** In the event a Parcel is owned by a married couple, that Parcel's vote may be cast by person or by proxy by either spouse, provided that there shall be only one (1) vote per Parcel. No voting certificate shall be required. However, if both spouses cast a vote and the votes do not agree, the vote shall not be counted as to the matter under

consideration in which the conflict arose, whether the conflict appears by vote in person or by proxy.

- (D) **Corporation or LLC.** If a Parcel is owned by a corporation or limited liability company ("LLC"), the person entitled to cast the vote for the Parcel shall be designated by a certificate of his or her appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation or an authorized member of the LLC, and filed with the Secretary of the Association.
- (E) **Partnership.** If the Parcel is owned by a partnership, the person entitled to cast the vote for the Parcel shall be designated by a voting certificate signed by a partner.
- (F) **Trust.** If the Parcel is owned by a trust, the person entitled to cast the vote for the Parcel shall be designated by a voting certificate signed by the trustee of the trust.

Such voting certificate shall be valid until revoked and until superseded by a subsequent certificate or until a change in the ownership of the Parcel concerned. A certificate designating the person entitled to cast a vote of a Parcel may be revoked by any Owner or Voting Representative thereof. All such voting certificates must be filed with the Association. If a voting certificate is not on file for a Parcel owned by multiple Owners, a corporation, partnership or trust, then the vote for that Parcel shall not be considered in determining a quorum or for any other purpose.

**4.4 Suspension of Voting Rights.** The Association may suspend the voting rights of a Member for the nonpayment of any monetary obligation due to the Association that is more than ninety (90) days delinquent. A voting interest allocated to a Parcel or Member which has been suspended by the Association may not be counted towards the total number of Voting Interests for any purpose, including, but not limited to, the number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to conduct an election, or the number of Voting Interests required to approve an action under applicable Florida Statutes, or pursuant to the governing documents. The suspension ends upon full payment of all obligations currently due or overdue to the Association. All suspensions of a delinquent Member's voting rights must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Parcel Owner of the suspension by mail or hand delivery.

## ARTICLE 5. ELECTION OF BOARD OF DIRECTORS

**5.1 Number and Term of Directors.** The governance and administration of the affairs of the Association shall be vested in the Board of Directors consisting of seven (7) Directors. Directors shall serve two (2) year staggered terms of office. If necessary to re-implement staggering of Director terms of office at any time, the Board of Directors may temporarily assign a one (1) year term of office. Any Director whose term is expiring may stand for re-election. However, no Director shall serve more than two (2) consecutive two (2) years terms. All Directors shall serve until their respective successors shall have been duly elected and qualified, or until their earlier resignation or removal.

**5.2 Qualifications for Election.** A Director must be a natural person who is at least eighteen (18) years of age or older. A Director must be a Parcel Owner or the spouse of a Parcel Owner. If a Parcel is owned in trust, a Director may be trust grantor or a trust beneficiary who occupies the Parcel. A convicted felon whose civil rights have not been restored for at least five (5) years as of the date of election is not eligible to serve as a Director. A person who is more than ninety (90) days delinquent in the payment of any

fee, fine, or other monetary obligation to the Association is not eligible to serve as a Director. The validity of any action by the Board of Directors is not affected if it is later determined that one or more Directors was not eligible to serve on the Board.

5.3 **Election of Directors.** The election of Directors shall be conducted at the annual membership meeting, in the following manner:

- (A) Not less than sixty (60) days before a scheduled election of Directors, the Association shall mail, email or deliver to each Parcel Owner entitled to vote, a **first notice** of the date of the election. Any Parcel Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days nor more than thirty-four (34) days before the membership meeting at which the election will occur, the Association shall mail, email or deliver a **second notice** of the meeting to all Parcel Owners entitled to vote, together with a written Director election ballot which shall list all Director candidates in alphabetical order by surname. Upon request of a Director candidate received by the Association at least thirty-five (35) days prior to the election, the Association shall include with the second mailing of the director election ballot a candidate information sheet, not larger than 8 1/2 inches by 11 inches, furnished by the Director candidate to the Association. The costs of mailing and copying of the Director candidate information sheets shall be paid by the Association.
- (B) Written Director ballots shall be sealed in an inner, smaller envelope labeled "Director Ballot". The Director ballot envelope shall be placed in a larger outer envelope. The larger outer envelope must be sealed and shall be signed by the Parcel Owner in the upper right-hand corner, with the Parcel Owner's name and printed name stated thereon. It is the intent of the Members to follow the Director election procedures of the Condominium Act (Chapter 718, Florida Statutes, as that specific section is amended from time to time) to the extent those procedures are not in conflict with these Bylaws or other applicable Florida Statutes.
- (C) Written Director election ballots will be available for use by those Owners attending the meeting in person. No Parcel Owner shall permit another person to cast his or her Director election ballot, and any such improperly cast ballot shall be deemed invalid. Proxies shall not be used in the election of Directors. Any Parcel Owner who violates this provision may be fined by the Association.
- (D) If more persons are nominated than there are vacancies to be filled, the election shall be by secret written ballot. Each person voting is entitled to cast his or her vote for each of as many nominees as there are vacancies to be filled. The nominees receiving the greatest number of votes properly cast shall be elected. Elections shall be decided by a plurality of the votes cast. There shall be no cumulative voting. Tie votes shall be broken by agreement among the Director candidates who are tied, or absent such an agreement, by chance, such as the flipping of a coin by a neutral third party or the drawing of straws. An election is not required unless more candidates file notices of intent to run than Director vacancies exist.

- (E) There shall be no quorum requirement for the election of Directors; however, at least twenty percent (20%) of the eligible voters must cast a Director election ballot to have a valid election.
- (F) Any election dispute between a Parcel Owner and the Association shall be submitted to mandatory binding arbitration with the Division of Florida Condominiums, Timeshares and Mobile Homes in the manner provided by law.

**5.4 Removal of Directors and Vacancies.** Any Director may be removed or recalled from office with or without cause, upon the written agreement of a Majority of the total Voting Interests of the Association in the manner provided by law. Unless otherwise provided by law, upon removal of a Director, a successor shall be appointed by a Majority of the remaining Board of Directors to fill the vacancy for the remainder of the term of such Director. Any Director who is delinquent in the payment of any fee, fine, Assessment or other monetary obligation to the Association for more than ninety (90) days is not eligible for Board membership and shall be automatically removed from office. In the event of the death, disability, or resignation of a Director, the remaining members of the Board may elect a successor to fill the vacancy for the remainder of the term of such Director.

**5.5 Compensation.** A Director, officer or committee member of the Association may not receive any salary or any other compensation from the Association for the performance of duties as a Director, officer or committee member and may not in any other way benefit financially from service to the Association. This subsection does not preclude: (A) participation by such person in a financial benefit accruing to all or a significant number of Members as a result of actions lawfully taken by the Board or a committee of which he or she is a Member, including, but not limited to, routine maintenance, repair, or replacement of community assets; (B) reimbursement for out-of-pocket expenses incurred by such person on behalf of the Association, subject to approval in accordance with procedures established by the Association's Governing Documents or, in the absence of such procedures, in accordance with an approval process established by the Board; (C) any recovery of insurance proceeds derived from a policy of insurance maintained by the Association for the benefit of its Members; (D) Any fee or compensation authorized in the Governing Documents; or (E) any fee or compensation authorized in advance by a vote of a Majority of the Voting Interests voting in person or by proxy at a meeting of the Members.

**5.6 Organizational Meeting.** The organizational meeting of a newly elected Board of Directors for the purpose of electing officers shall held within ten (10) days after the annual meeting of the Members at such date, time and place as shall be fixed by the Board of Directors at the membership meeting at which they were elected. No further notice of the Board's organizational meeting shall be necessary unless business in addition to the election of officers is to be considered at that meeting.

**5.7 Regular Board Meetings.** A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Regular meetings of the Board of Directors may be held at such date, time and place as shall be determined, from time to time, by a Majority of the Directors or on the call of the President or Vice President. A meeting of the Board must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the Board meeting. There shall be no less than six (6) regular meetings in each calendar year with not less than one (1) month nor more than (2) months between each meeting.

**5.8 Special Board Meetings.** Special meetings of the Board of Directors may be called by the President, the Vice President or at the request of any two (2) directors. If at least twenty percent (20%) of the Voting Interests deliver a written request to the Board to address an item of business, the Board shall at its next regular meeting, or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the request, place the item on the Board's meeting agenda.

**5.9 Notice of Board Meetings.** Notice of Board of Directors' meetings shall be given to each Director personally or by mail, email, telephone, facsimile transmission or telegraph, and posted in a conspicuous place in the community at least forty-eight (48) hours in advance of the meeting, except in the case of an emergency. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Notices of all meetings of the Directors, except emergency meetings, shall be posted conspicuously at the Master Association Bulletin Board and a meeting notice sign at the entrance to Chestnut Creek at least forty-eight (48) hours in advance of the meeting.

**5.10 Special Notice of Certain Board Meetings.** In addition to the notice required by Article 5.9 herein, an Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding Parcel use will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on the property or broadcast on closed-circuit cable television not less than fourteen (14) days before the membership meeting.

**5.11 Attendance at Board Meetings.** A Director may attend and participate in a Board meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication and such participation counts toward a quorum, and such Director may vote as if physically present. A speaker must be used at the meeting site so that the conversation of such person may be heard by all persons attending the meeting in person. Directors may use e-mail as a means of communication, but may not cast a vote on an Association matter via e-mail.

**5.12 Quorum and Agenda.** A quorum at Director's meetings shall consist of a Majority of the entire Board of Directors. The acts approved by a Majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval by a greater number of Directors is required by applicable Florida Statutes, the Declaration, the Articles of Incorporation or these Bylaws. The designation of the agenda for Board of Directors' meetings shall be at the discretion of the President. However, the President shall be obligated to include any lawful item on the agenda for a Board meeting if requested in writing by two (2) Directors.

**5.13 Adjournment.** A Majority of the Directors who are present at a Board meeting may adjourn the meeting from time to time as determined appropriate by the Directors. At the adjourned meeting, any business which might have been transacted at the Board meeting as originally called may be transacted without further notice.

5.14 **Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors and the Secretary or management shall keep a minute book containing written records of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings as well as a notation as to any Director who abstained from voting or voted contrary to the prevailing opinion. No votes at any Board of Directors meeting may be by proxy or secret ballot, except that secret ballots may be utilized in the election of officers. A Director who is present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A vote or abstention shall be recorded in the minutes.

5.15 **Open Meetings.** Except for meetings with the Association's attorney for the purpose of legal advice with respect to proposed or pending litigation and meetings to discuss personnel matters, meetings of the Board of Directors shall be open to all Parcel Owners. Any Member may tape record or videotape open meetings of the Board of Directors subject to reasonable rules adopted by the Board. The right to attend Board meetings includes the right to speak at such meetings with reference to all designated agenda items in accordance with any reasonable rules adopted by the Board of Directors. The Member's right to speak shall not exceed three (3) minutes unless the time to speak is extended by the presiding officer.

5.16 **Delegation of Board Functions.** The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the agent or employee in the performance of such functions.

5.17 **Minutes of Meetings.** The minutes of all Board meetings shall be kept in a business-like manner in a book available for inspection by Parcel Owners or their authorized representatives at any reasonable time. The Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by applicable Florida Statutes.

5.18 **Resignation.** A Director or officer may resign at any time by delivering written notice to the Board of Directors or to the Association President. A resignation is effective when the notice is delivered unless the notice specifies a later date. If the resignation is made effective at a later date, the members of the Board of Directors (including the Director whose resignation is not yet effective) may vote to fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

5.19 **Order of Business.** Unless otherwise determined by the meeting chairman, the order of business at Board of Directors' meetings shall be as follows:

- (A) Roll call
- (B) Proof of meeting notice or waiver of notice
- (C) Reading and disposal of unapproved minutes
- (D) Reports of officers and committees
- (E) Election of officers, if any
- (F) Unfinished business
- (G) New business
- (H) Announcements

- (I) Adjournment

## ARTICLE 6. OFFICERS

6.1 **Officers.** The executive officers of the Association shall be a President, First Vice President, Second Vice President, Secretary, and Treasurer, all of which are to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one (1) or more Vice Presidents, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The Board of Directors from time to time shall elect such other officers and assistant officers and may designate their powers and duties as the Board shall find to be required, to manage the affairs of the Association.

6.2 **Election Term of Office and Vacancies.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors during a fiscal year. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

6.3 **Removal.** Any officer may be removed by a Majority vote of the Board of Directors in the sole discretion of the Board and the removal of a Director who also is an officer shall automatically act as a removal from such Director's position as an officer.

6.4 **Resignation.** Any officer may resign at any time by giving written or email notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified in the notice and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

6.5 **President.** The President shall be a director and the chief executive officer of the Association and shall: act as presiding officer at all meetings of the Members and the Board of Directors, call special meetings of the Members and the Board of Directors, sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, subleases and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons, perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Board of Directors are carried out, and act as an ex-officio member of all committees and render an annual report at the annual meeting of Members.

6.6 **First Vice President.** The First Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The First Vice President also shall assist the President generally, and exercise other powers and perform other duties as shall be prescribed by the Directors.

6.7 **Second Vice President.** The Second Vice President, in the absence or disability of the President and First Vice President, shall exercise the powers and perform the duties of the President. The Second Vice President also shall assist the President and First Vice President generally, and exercise other powers and perform other duties as shall be prescribed by the Directors.

6.8 **Secretary.** The Secretary shall have the following duties and responsibilities: attend the regular and special meetings of the Members and the Board of Directors and keep all records and minutes of proceedings thereof, have custody of the corporate seal, if any, and affix the same when necessary or required, attend to all correspondence on behalf of the Board of Directors and Members and act as agent for the transfer of the corporate books, and have custody of the minute book of the meetings of the Board of Directors and Members and act as agent for the transfer of the corporate books. It shall be proper to delegate the keeping of all records and minutes of proceedings or the Secretary's functions to the management agent or designee as is deemed appropriate by the Board of Directors.

6.9 **Treasurer.** The Treasurer shall: receive monies as shall be paid into his hands for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for disbursements and be custodian of all contracts, leases and other important documents of the Association which he shall keep or cause to be kept safely deposited, supervise the keeping of accounts of all financial transactions of the Association, in accordance with good accounting practices, in books belonging to the Association and deliver the books to his successor. The Treasurer shall prepare and distribute to all of the members of the Board of Directors prior to each monthly Board meeting, annual meeting, and whenever else required, a summary of the financial transactions and conditions of the Association from the preceding year. The Treasurer shall make a full and accurate report on matters and business pertaining to his office to the Members at the annual meeting and make all reports required by law, may have the assistance of management, an accountant or auditor, who shall be in agreement, it shall be proper to delegate any or all of the Treasurer's functions to the management agent or designee as is deemed appropriate by the Board of Directors.

## ARTICLE 7. COMMITTEES AND BOARDS

7.1 **Standing Committees and Boards.** Unless dissolved by the Board of Directors, the standing committees and boards of the Association shall be as follows:

- (A) The Architectural Review Board
- (B) The Grounds Committee
- (C) The Budget Committee
- (D) The Fining Committee
- (E) The Lakes Committee
- (F) The Preserve Committee

Unless otherwise provided herein, each committee shall consist of at least two (2) members, all of whom must be Members of the Association or a Member's designated voting representative. The Board of Directors shall appoint committees within thirty (30) days after the annual membership meeting. Members of the committee shall elect their chairperson. The members of each committee shall serve at the pleasure

of the Board of Directors or until the succeeding committee members have been appointed or until their earlier resignation.

7.2 **Architectural Review Board.** The Architectural Review Committee shall have the duties and functions as provided in the Declaration and applicable Florida Statutes.

7.3 **Grounds Committee.** The Grounds Committee shall advise the Board of Directors of all matters pertaining to maintenance, repair, alteration or improvement of the subdivision property and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

7.4 **Budget Committee.** The Budget Committee shall perform such duties as the Board of Directors or the Treasurer may require. The Finance Committee shall assist with the audit, review or compilation of the Association's financial records by a CPA.

7.5 **Fining Committee.** The Fining Committee shall have the duties and functions as provided in these Bylaws and Section 720.305, Florida Statutes, as that specific section is amended from time to time.

7.6 **Lakes Committee.** The Lakes Committee shall advise the Board of Directors on all matters pertaining to stormwater management, maintenance or restoration of the lakes, ponds, canals, control structures, and related entities contained within the Common Areas, Bounded Common Areas and Parcels, and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

7.7 **Preserve Committee.** The Preserve Committee shall advise the Board of Directors on all matters pertaining to management, maintenance or restoration of the Preserves and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

7.8 **Ad Hoc Committees.** The Board of Directors may from time to time appoint such ad hoc committees as it deems necessary.

7.9 **Powers of Committees.** Committees will report to and be under the direction of the Board of Directors. Committee members may be removed, with or without cause, upon Majority vote of the Board of Directors.

7.10 **Term of Office.** A person appointed to serve on a committee shall continue as such until the next annual membership meeting and until his or her successor is appointed, unless the committee be terminated sooner or the person be removed from the committee by the President, with the confirmation of the Board of Directors, the person resigns, or unless such person shall cease to qualify as a member on the committee.

7.11 **Committee Meetings.** Unless otherwise provided by law, all meetings of any committee of the Association shall be open to all members. Notice of the time and place of any committee meeting shall be posted in a conspicuous place within the Community at least forty-eight (48) hours prior to the time of the meeting. In the alternative, notice of the meeting may be mailed or delivered to all members at least seven (7) days in advance of the meeting. Notice of committee meetings may be published or in the alternative each committee may provide members with a pre-arranged schedule of meetings.

7.12 **Quorum and Procedures.** A committee may act only when a quorum (a simple Majority) is present. The act of a Majority of the members present at a committee meeting shall be the act of the committee. Any committee or other body with authority to make a final decision with regard to the expenditure of Association funds or with the power to approve or disapprove architectural decisions with respect to a Parcel shall follow the same procedures as the Board of Directors with regard to posting or mailing of meeting notices for members, agendas, attendance and participation by members, as required by the Homeowner's Association Act. All other Association committees and similar bodies are exempt from the procedural meeting and notice requirements of Homeowner's Association Act and these Bylaws. Such committees shall adopt their own procedural rules and requirements.

7.13 **Scope and Rules.** Each committee shall abide by the scope and stated purpose of the committee as defined by the President and as confirmed by the Board of Directors, and may adopt rules for its operation consistent with these Bylaws and with rules adopted by the Board of Directors.

7.14 **Reports and Action.**

- (A) Every committee shall present directly to the President, the Board of Directors or to the Board of Directors' designee all recommendations, projects, expenses for review and approval, and shall provide the Board with reports of activities, expenses and other notes of interest.
- (B) A committee may not take any action on behalf of the Association unless the Board of Directors specifically empowers the committee to take such action.
- (C) Committee may initiate maintenance or other actions without prior Board approval provided the cost does not exceed the Committee's authorization amount; however, the Committee's actions and associated expenses must be reported to the President, the Board of Directors or to the Board of Directors' designee.

**ARTICLE 8.  
FISCAL MANAGEMENT**

8.1 **Fiscal Year.** The fiscal year of the Association shall commence upon the first day of January and conclude on the thirty-first day of December. The Board of Directors is authorized to change the dates of the fiscal year as it determines appropriate in the manner provided by law.

8.2 **Budget.** A Majority of the Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the expenses of the Association for the fiscal year and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices as set forth herein.

- (A) The Board of Directors shall endeavor to have a Board Meeting in October each year to discuss a draft proposed budget for the subsequent fiscal year. The notice for the Board Meeting at which the budget will be discussed shall be posted and mailed to the Members at least fourteen (14) days in advance of the Board Meeting.
- (B) The Board of Directors shall endeavor to have a Board Meeting in November each year to approve a budget for the subsequent fiscal year. The notice for the Board Meeting at which

the budget will be approved shall be posted and mailed to the Members at least fourteen (14) days in advance of the Board Meeting.

- (C) The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.
- (D) The Association's Board of Directors shall be required to, establish, fund and maintain adequate reserve accounts for the periodic maintenance, repair and replacement of the common property and other matters as determined appropriate by the Board of Directors.
- (E) In the event the Annual Maintenance Assessment proves to be insufficient, the budget and the Annual Maintenance Assessment may be amended at any time by the Board of Directors at a duly noticed Board of Directors Meeting.

**8.3 Assessment Roll.** The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Parcel. Such an account shall designate the name and address of the Owner or Owners of each Parcel, the amount of each assessment against the Owners, the dates and amounts in which the assessments come due, and the amounts paid upon the account, and the balance due upon assessments.

**8.4 Annual Budget.** The Board of Directors shall, upon advance written notice to the Members of the Association as required by the Homeowner's Association Act to adopt, in advance, an annual budget for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the common expenses of the Association.

**8.5 Annual Budget Assessment.** The annual assessment, to fund the Association's annual budget, shall be paid by the Parcel Owners per the payment schedule as provided in the Declaration. If an annual budget is not adopted or notice is not provided to the Parcel Owners, the preceding budget and annual assessment shall continue until such budget is adopted or such notice is provided, as applicable. In the event the annual assessment proves to be insufficient, the budget and the assessment may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the fiscal year, for which the amended assessment is made, shall be due as provided by the Board of Directors.

**8.6 Statutory Reserve Accounts.** In addition to annual operating expenses, the annual budget shall include reserve accounts for capital expenditures and deferred maintenance pursuant to Section 720.303(6)(d), Florida Statutes, as that specific section is amended from time to time. CCMA shall thereafter determine, maintain, and waive those statutory reserves in compliance with Section 720.303(6)(f), Florida Statutes, as that specific section is amended from time to time.

The Board of Directors is responsible for including reserves accounts on the annual budget. The Board of Directors shall determine whether a vote to waive reserves, reduce reserves, or utilize reserves for alternative purposes is to be presented to the Membership for approval.

CCMA is deemed to have created a specific reserve account upon the affirmative approval of a Majority of the total Voting Interests of CCMA. Upon such approval, the newly created reserve account shall be added to the annual budget. See Section 720.303(6)(d), Florida Statutes, as that specific section is amended from time to time.

CCMA is deemed to have terminated a specific reserve account upon the affirmative approval of a Majority of the total Voting Interests of CCMA. Upon such approval, the terminating reserve account shall be removed from the annual budget.

Once a statutory reserve account or reserve accounts are established, the Membership of CCMA, upon a Majority vote of the Members voting in person or by proxy at a Membership Meeting at which a quorum is present, may provide for no reserves or less reserves. If a meeting of the Members has been called to determine whether to waive or reduce the funding of statutory reserves and a Majority of the Members voting in person or by proxy do not affirmatively vote to waive or reduce reserves, the statutory reserves as included in the budget shall go into effect. Any vote taken pursuant to this subsection to waive or reduce statutory reserves shall be applicable only to one budget year. See Section 720.303(6)(f), Florida Statutes, as that specific section is amended from time to time.

Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a Majority of the Members voting in person or by proxy at a Membership Meeting at which a quorum is present. See Section 720.303(6)(h), Florida Statutes, as that specific section is amended from time to time.

**8.7 Expenses.** The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices as set forth herein.

**8.8 Depositories.** The funds of the Association shall be deposited in such accounts as may be selected by the Board of Directors, including without limitation checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. The funds shall be used only for lawful purposes of the Association, as determined by the Board of Directors. Withdrawal of monies from such accounts shall be only by checks or other appropriate instruments signed by such persons as are authorized by the Board of Directors.

**8.9 Fidelity Bonds.** The Association shall purchase and maintain blanket insurance or fidelity bonding for all persons who control or disburse funds of the Association, including without limitation those individuals who are authorized to sign checks and the Association President, Secretary and Treasurer and any contractor or employee handling or responsible for Association funds. Each fidelity bond purchased by the Association shall name the Association as an obligee of the bond. The premiums for bonds shall be paid by the Association as a common expense. The fidelity bonds shall cover the maximum funds that will be in the custody of Directors, officers or employees of the Association, or a management agent, at any time while the bonds are in force. Each bond shall include a provision requiring ten (10) days' written notice to the Association before the bond can be cancelled or substantially modified for any reason.

**8.10 Accounts and Reports.** The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (A) Accrual accounting (exclusive of depreciation and amortization); as defined by generally accepted accounting principles, shall be employed;

- (B) Accounting and controls should conform to generally accepted accounting principles;
- (C) Cash accounts of the Association shall not be commingled with any other accounts;
- (D) No remuneration shall be accepted by a manager from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fee, service fees, prizes, gifts, or otherwise;
- (E) Any financial or other interest which a manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

**8.11 Financial Report.** A financial report shall be prepared annually by the Association and completed, or its preparation and completion shall be contracted for with a third party within ninety (90) days after the close of the fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall either: (A) furnish a copy of the report to each Member, or (B) provide a written notice to each member that a copy of the report is available upon request at no charge to the member. Any copy requested by a Member shall be furnished within ten (10) business days after receipt of the request. Financial reports shall be prepared according to the requirements of Section 720.303(7), Florida Statutes, as that specific section is amended from time to time, and in accordance with generally accepted accounting principles. If not less than twenty percent (20%) of the Members petition the Board for a level of financial reporting higher than that required by Section 720.303(7), Florida Statutes, the Association shall duly notice and hold a meeting of Members within thirty (30) days of receipt of the petition for the purpose of voting on raising the level of reporting for that fiscal year. Upon approval of a Majority of the total Voting Interests of the Members present or by proxy, the Association shall prepare or cause to be prepared, shall amend the budget or adopt a special assessment to pay for the financial report regardless of any provision to the contrary contained in the Governing Documents and shall provide the required financial statements within ninety (90) days of the meeting or the end of the fiscal year, whichever occurs later.

**8.12 Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the President and Secretary or by such other Members of the Board or officers of the Association as may be designated by resolution of the Board of Directors.

**8.13 Insurance.** The Association shall procure, maintain and keep in full force and effect insurance as desired by the Board of Directors, may be required by the Declaration, applicable Florida Statutes, and to protect the interests of the Association.

**8.14 Acceleration of Assessments.** In the event any special or regular assessment is delinquent by more than thirty (30) days, the Board of Directors shall have the right to accelerate the due date of the entire unpaid balance of the Parcel's annual and all special assessments for that fiscal year upon notice to the Parcel owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Parcel 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.

8.15 **Competitive Bids.** All contracts as further described in this section or any contract that is not to be fully performed within one (1) year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under applicable Florida Statutes or the governing documents, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten percent (10%) of the total annual budget of the Association, including annual reserves allocations, the Association must obtain competitive bids for the materials, equipment, or services. The Association is not required to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services are not subject to the provisions of this Section. Nothing contained in this section is intended to limit the ability of the Association to obtain needed products and services in an emergency. This section does not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county serving the Association.

## **ARTICLE 9. AMENDMENTS**

These Bylaws may be amended by the following manner:

9.1 **Proposal.** The Board of Directors or thirty percent (30%) of the total Voting Interests of the Association may propose an amendment to the Bylaws.

9.2 **Adoption.** The Bylaws may be amended upon the affirmative approval of a simple majority of the eligible Voting Interests present (in person or by proxy) and voting at a duly-noticed membership meeting at which a quorum is obtained.

9.3 **Limitation on Amendments.** An amendment may not materially and adversely alter the proportionate voting interest appurtenant to or increase the proportion or percentage by which a Parcel shares in the common expense of the Association unless the record Parcel Owner and all record owners of liens on the Parcels join in the execution of the amendment. A change in the quorum requirements is not an alteration of Voting Interests. The merger or consolidation of one or more associations under a plan of merger or consolidation pursuant to Chapter 617, Florida Statutes is not a material or adverse alteration of the proportionate voting interest appurtenant to a Parcel.

9.5 **Certificate of Amendment.** The Association shall record a copy of each amendment in the Public Records of Sarasota County, Florida along with a Certificate of Amendment executed by the appropriate officers of the Association with the formalities of a deed. An amendment becomes legally effective when filed and recorded as provided herein.

## **ARTICLE 10. MISCELLANEOUS**

10.1 **Interpretation.** Unless defined herein, terms used herein shall have the same meaning as provided in the Declaration. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable and arbitrary. A written

opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable and arbitrary shall conclusively establish the validity of such interpretation.

10.2 **Definitions.** If a term is not defined herein or in the Declaration or is deemed ambiguous, the Board of Directors shall be responsible for defining the term in its reasonable discretion. The Board of Directors may refer to the Florida Building Code (latest edition), the common or historical use of the term in the community or refer to a common dictionary when defining a term. The Board of Directors' definition shall be binding on all parties unless wholly unreasonable and arbitrary. A written opinion rendered by legal counsel that a definition adopted by the Board of Directors is not wholly unreasonable and arbitrary shall conclusively establish the validity of such definition.

10.3 **Conflicts.** The term "Governing Documents," as used in these Articles of Incorporation and elsewhere shall include the Declaration, Articles of Incorporation, Bylaws, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration. In the event of a conflict between the language in the Declaration and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict in any of the Governing Documents, the documents shall control in the following order:

- (A) Declaration;
- (B) Articles of Incorporation;
- (C) Bylaws; and
- (D) Rules and Regulations.

10.4 **Gender.** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

10.5 **Severability.** In the event that any provisions of these Articles of Incorporation are deemed invalid, the remaining provisions shall be deemed in full force and effect. If any Bylaw, section, clause, phrase or provision is adjudicated to be invalid, such fact shall not affect the validity of any other Bylaw.

10.6 **Headings.** The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.

10.7 **Parliamentary Rules.** *Robert's Rules of Order* (then current edition) shall guide the conduct of all membership and Board meetings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these Bylaws.

10.8 **Enforcement of Documents.** Notwithstanding anything else contained herein, the Association's Board of Directors shall have the right, but never the duty or legal obligation, to enforce and require compliance with the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations authorized hereby, and architectural standards or guidelines against Parcel Owners, their tenants, residents, invitees, contractors, vendors and guests. In the discretion of the Board of Directors, enforcement shall be by proceedings for injunctive relief, declaratory relief and/or monetary damages.

10.9 **Attorney's Fees and Waiver.** The prevailing party in any civil action, mediation or arbitration proceeding brought to enforce the Rules and Regulations and Governing Documents or state

law shall be entitled to recover their reasonable attorney's fees and costs from the non-prevailing party. The Association may also charge a Parcel for any reasonable attorney's fees and costs incurred in obtaining compliance by the Owner, tenant or resident thereof and such charge shall be payable and collectible in the same manner as an assessment by the Association as provided in the Declaration. The failure to enforce any provision of the Rules and Regulations and Governing Documents shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

10.10 **Cumulative Rights.** All rights, remedies and privileges granted to the Association hereunder shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by the Association's Rules and Regulations and Governing Documents, or at law or in equity.