

Instrument Prepared by Return to:
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AMENDED AND RESTATED SECOND SUPPLEMENTAL
LAND USE PROVISIONS FOR THE
PATIO HOMES OF CHESTNUT CREEK



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

W I T N E S E , T H :

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

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

Section 1.5. "Association" will mean and refer to THE PATIO HOMES OF CHESTNUT CREEK OWNER'S ASSOCIATION, INC., a nonprofit Florida corporation, its successors and assigns.

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

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

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

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

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

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

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

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

ARTICLE II
MEMBERSHIP IN ASSOCIATION;
VOTING RIGHTS

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

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

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

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

(b) To maintain, repair and replace any Limited Common Area property and improvements pursuant to the Declaration, title to which is held by the Association, including but not limited to such recreational facilities as shall be constructed.

(c) To provide maintenance of sodded portions and landscaping of Lots within the Patio Homes and operation and maintenance of such lawn sprinkler systems as may be installed in the Patio Homes.

(d) To levy assessments on Patio Homes Lot Owners for such purposes, having the rights to enforce collection thereof by placing liens against the Lots in the Patio Homes.

(e) To represent the interests of Patio Homes Lot Owners in the Master Association of which the Association shall be part.

(f) To provide reasonable rules and regulations for the use of lakes and ponds located within the Patio Homes.

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

Association.

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

ARTICLE III ASSESSMENTS

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

(a) Annual and special assessments must be fixed at a uniform rate for all Lots.

(b) Each Owner shall be advised in writing, mailed to his address as recorded in the records of the Association on or before December 1 of each year, of:

(1) The Association's annual budget.

(2) The dollar amount of the payment due and payable by the Owner for the particular year.

(3) Any amounts due from or repayable to the Owner with respect to any under expenditure or over expenditure from the prior year's budget.

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

(a) To pay all ad valorem taxes assessed against the Limited Common Area owned by the Association, and against all personal property owned by the Association.

(b) To pay any other taxes assessed against or payable by the Association.

(c) To pay all expenses required for the operation, maintenance, management, repair and improvement of the Limited Common Area within the Patio Homes excluding maintenance, repair and improvement of lakes and ponds, which shall be the sole responsibility of the Master Association at its expense.

(d) To pay all utility charges incurred in connection with the operation of the Limited Common Area owned by the Association or performance of the Association's obligations under this instrument.

(e) To pay for casualty, liability, and other forms of insurance determined by the Association to be necessary or desirable, in such amounts as it may deem appropriate.

(f) To pay for accounting, legal, engineering and such other professional and employee services as may be appropriate.

(g) To provide a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements.

(h) To pay operating expenses of the Association including reimbursement of actual expenses properly incurred by officers and directors.

(i) To pay or repay any funds borrowed by the Association for any of its lawful purposes, including interest on funds borrowed.

(j) To make any other expenditures necessary or desirable for the purpose of accomplishing the objectives of this instrument.

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

(a) The annual maintenance assessment shall be paid by each Owner in equal monthly installments in advance on the first day of January and on the first day of each month thereafter of the year for which the assessments are made at the offices of the Association, or at such other place as may be designated by the Association. Assessments and installments on such assessments paid on or postmarked before ten (10) days after the date when due shall not bear interest, but all sums not paid on or postmarked before ten(10) days after the day when due shall bear interest at the rate of 18% per annum, unless this rate is subsequently changed by the Board of Directors of the Association. However, in no event shall the rate be more than the maximum legal rate for individuals in the State of Florida.

(b) If an Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installment of the assessment upon notice to the Owner and thereupon the unpaid balance of the assessment shall come due upon the date set in the notice, but not less than ten (10) days after delivery thereof to the Owner or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. Any Owner, tenants, guests or invitees, in arrears of monthly installments of the annual assessment exceeding 90 days shall be subject to loss of privileges of access to the Limited Common Area and suspension of voting rights. No suspension will be in effect without fourteen (14) days written notice and the opportunity for a hearing before a board-appointed committee consisting of at least three members who are not: officers, directors or employees of the association, or the spouse, parent, child, brother or sister of an officer, director or employee.

(c) The Association may, from time to time, levy in any assessment year a special assessment, applicable to that year only, for the purpose of providing funds, in whole or in part, for any construction, reconstruction, repair or replacement of a capital improvement, including any fixtures or personal property related to it. However, any special assessment shall first be approved by the Board of Directors and assented to by Owners having at least 2/3 of the voting rights in the Association. An individual Owner's share of any special assessment shall be determined in the same manner as the share of the annual maintenance assessment. Special assessments shall be payable in the manner determined by the Board.

(d) Each assessment shall be the personal obligation of each Owner. If the assessment is not paid on the due date set in the notice of acceleration, the Association may, in addition to any other remedies it may have, bring an action against the Owner to collect the amount due. The Association shall be entitled to recover, in addition to the assessment and any interest, all costs and attorneys' fees incurred in collecting the assessment.

(e) Upon request of any Owner or mortgagee, the Association shall furnish a certificate in recordable form signed by an appropriate officer showing the amount of unpaid assessments, if any, against any individual parcel of property, the year or years for which any unpaid amounts were assessed and levied, and any interest or other charges. The information stated in the certificate shall be binding in all circumstances on the Association.

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

(a) The Association, as the present owner of the property, declares that all land subject to maintenance assessments and maintenance liens, together with all improvements now or later constructed on these lands, shall be subject to a lien for the annual maintenance assessment and any special assessments. Each purchaser and future Owners of any individual parcel of the Property subject to these assessments, by acceptance of a deed to the Lot, shall be deemed to have agreed to pay the assessments to the Association. Also, any future Owner of any individual parcel of the Property acquiring title by devise, intestate succession, mortgage or lien foreclosure, judicial sale, or by any other means, shall be deemed to have agreed to pay these assessments to the Association. The annual maintenance assessment and any special assessments, together with interest and collection costs, as provided in this instrument, shall be a continuing lien on the land subject to the assessments and all improvements of such land until the lien is satisfied and released.

(b) If the assessment is not paid on the due date set in the notice of acceleration, the Association shall have the right to file a claim of lien in the Public Records of Sarasota County, Florida. This lien shall attach only upon recording of a claim of lien in the Public Records of Sarasota County, Florida.

(c) The lien for any assessment levied against an individual parcel shall be subordinate and inferior only to ad valorem taxes or special assessments levied by governmental entities and the lien of certain mortgages as provided in Subparagraph (d).

(d) The lien for any assessment shall be subordinate to all bona fide mortgages other than purchase money mortgages given by a buyer to an Owner-seller of a parcel which are placed upon any parcel subject to an assessment prior to the recording of a claim of lien by the Association. However, this subordination shall apply only to assessments that were due and payable prior to the sale or transfer of the property pursuant to a final judgment of foreclosure or any other proceeding or transfer in lieu of foreclosure. No sale or transfer shall relieve any parcel or the purchaser or transferee from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment.

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

(f) All rights and remedies of the Association in this paragraph are cumulative of any other rights and remedies it may have pursuant to this instrument or by law. No provisions of this paragraph regarding subordination of the lien for assessments shall relieve an Owner from personal responsibility for payment of the assessments and any costs and fees incurred in collecting it.

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

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

(a) Roadways, rights of way, utility sites, and similar lands and improvements that may be conveyed or dedicated by the Association to any governmental body, or public or private utility company, as reflected in any Plats of Chestnut Creek or in any document recorded in the public Records of Sarasota County, Florida;

(b) The Limited Common Area as more particularly defined in the Declaration.

ARTICLE IV LOT OWNERS OBLIGATIONS

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

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

(a) To promptly effect the repair of any casualty occurring on his Property which casualty adversely affects an adjoining Property.

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

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

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

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

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

ARTICLE V USE RESTRICTIONS

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

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

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

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

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

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

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

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

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

ARTICLE VI ARCHITECTURAL CONTROL

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

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

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

(1) Does not extend outward of the vertical plane established by the side walls of the Dwelling Unit except that if such addition or alteration involves construction of a roof, such roof may extend to the vertical plane established by the outward edge of the original roof.

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

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

(4) Will not unreasonably degrade the established architectural character of the Patio Homes or reduce the utility, desirability or marketability of nearby Dwelling Units.

(5) Review of Plans and Specifications. No such addition or alteration shall be undertaken until the plans and specifications therefor showing the nature, color, kind, shape, height, materials and location thereof shall have been submitted to and approved by the Board of Directors in writing.

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

(1) any flat roofed structure provided however this provision shall not apply to rear screen enclosures for patios and swimming pools;

(2) a structure whose exterior is composed largely of metal;

(3) any exposed outdoor television, radio or other communication or reception system antenna with the exception of those permitted by Federal law regulations.

(4) any mechanical, electrical, or plumbing equipment or systems, or any liquid or gas storage facilities including, but not limited to swimming pool or whirlpool bath pumps, valves, filters, pipes and tanks for heating oil or bottled gas unless such equipment, systems or storage facilities are installed entirely below grade or are attractively landscaped from the view of nearby Dwelling Units in the sole judgment of the Board of Directors;

(5) any improvement to the front and/or side of a lot. With the exception of the limited usage of low voltage/wattage outdoor lighting for which prior written approval must be obtained from the association.

(6) any attachments to the exterior of a dwelling, with the exception of roll down aluminum storm shutters, for which prior written approval must be obtained from the association.

(7) No fences or walls shall be built or maintained on any lot.

(8) The only improvement allowed in a driveway and/or walkway to the dwelling will be by the staining (not painting) with a concrete sand color. Prior written approval must be obtained.

ARTICLE VII
GENERAL COVENANTS

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

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

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

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

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

ARTICLE VIII
AMENDMENT

These Amended and Restated Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek may be amended only by the written consent of the owners of a majority of all lots in the Patio Homes of Chestnut Creek.

Such amendment will become effective when duly executed and recorded in the Public Records of Sarasota County, Florida. No such amendment,

however, will invalidate any action properly taken under these covenants and restrictions.

IN WITNESS WHEREOF, the undersigned owners of property in patios of Chestnut Creek, joined by The Patio Homes of Chestnut Creek Owners Association, Inc., have executed this document on the dates indicated or on the dates of documents joining this document which incorporate these Amended and Restated Second Supplemental Land Use Provisions for the Patio Homes of Chestnut Creek by reference, has executed this instrument this 6th day of MAY, 1999.

Signed, sealed and delivered in the presence of:

THE PATIO HOMES OF CHESTNUT CREEK OWNER'S ASSOCIATION, INC.

[Signature]
D.A. SOSLON
[Signature]
Richard H. Sloan

By [Signature]
John Vieson
President

DATED: May 6th, 1999

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John Vieson, President of the PATIO HOMES OF CHESTNUT CREEK OWNER'S ASSOCIATION, INC., a florida corporation, and he acknowledged executing the aforesaid instrument freely and voluntarily under authority duly vested in him by said Corporation and that the seal affixed thereto is the true corporate seal of said Corporation. (check One): [] Said person is personally known to me [] Said person provided the following type of identification _____

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of May, 1999

[Signature]
Notary Public

Barbara L. O'Grady
Printed Notary Name

My Commission Expires: _____

My commission No: _____

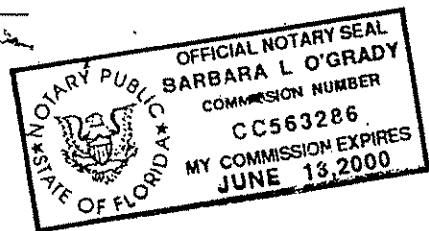


EXHIBIT A

THE PATIO HOMES OF CHESTNUT CREEK, UNIT NO. 1

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

BEGINNING AT THE NORTHEAST CORNER OF "THE VILLAS OF CHESTNUT CREEK, UNIT NO. I" AS RECORDED IN PLAT BOOK 30, AT PAGE 13 THRU 13F PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 65° 50' 08" WEST ALONG THE NORTHWESTERLY LINE OF SAID UNIT NO. I, 1070.99' TO THE MOST NORTHWESTERLY CORNER OF SAID UNIT NO I; THENCE NORTH 07° 47' 40" WEST, 373.49'; THENCE NORTH 22° 55' 13" EAST, 50.00'; THENCE NORTH 32° 11' 56" EAST, 266.43'; THENCE NORTH 08° 55' 02" EAST, 278.66'; THENCE NORTH 29° 33' 20" EAST 179.28' TO A POINT ON A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 86° 57' 25" WEST, 1271.86'; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 11.28' THROUGH A CENTRAL ANGLE OF 00° 30' 30" ; THENCE NORTH 02° 32' 05" EAST, 71.54 THENCE SOUTH 87° 27' 55" WEST, 120.00'; THENCE NORTH 84° 23' 45" EAST, 50.51' TO A POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 31° 13' 13" EAST, 25.00'; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 12.52' THROUGH A CENTRAL ANGLE OF 28° 41' 07"; THENCE SOUTH 87° 27' 55" EAST, 74.02' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 397.40' FOR AN ARC DISTANCE OF 37.64' THROUGH A CENTRAL ANGLE OF 05° 25' 34"; THENCE NORTH 123.59'; THENCE, NORTH 11° 47' 18' EAST, 40.21' TO A POINT ON A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 64° 55' 06" EAST, 25.00' ; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE 28.33' THROUGH A CENTRAL ANGLE OF 64° 55' 06"; THENCE EAST, 25.00', TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 39.27' THROUGH A CENTRAL ANGLE OF 90° 00' 00"; THENCE SOUTH, 93.23' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 32.92' THROUGH A CENTRAL ANGLE OF 75° 27' 27"; THENCE SOUTH 77° 52' 39" EAST, 24.54' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 27.58' THROUGH A CENTRAL ANGLE OF 63° 12' 30'; THENCE SOUTH 00° 22' 34" EAST. 43.00' TO A POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 04° 21' 39' EAST, 320.57'; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 26.50' THROUGH A CENTRAL ANGLE OF 04° 04' 13" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 299.20' FOR AN ARC DISTANCE OF 73.22;' THROUGH A CENTRAL ANGLE OF 14° 01' 17" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 13.87' THROUGH A CENTRAL ANGLE OF 31° 47' 08"; THENCE SOUTH 80° 15' 06" EAST, 50.06'; THENCE SOUTH 76° 39' 42" EAST, 126.68'; THENCE SOUTH 00° 22' 34 'EAST, 627.64' TO THE P.O.B..

CONTAINING 18.845 ACRES OF LAND MORE OR LESS.

Exhibit B
THE PATIO HOMES OF CHESTNUT CREEK, UNIT NO. 2

DESCRIPTION:

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

BEGINNING AT THE NORTHEAST CORNER OF "THE VILLAS OF CHESTNUT CREEK, UNIT NO. 1" AS RECORDED IN PLAT BOOK 30, AT PAGE 13 THRU 13F PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 65°08' WEST ALONG THE NORTHWESTERLY LINE OF SAID UNIT NO. 1, 1070.99' TO THE MOST NORTHWESTERLY CORNER OF SAID UNIT NO 1; THENCE NORTH 07°47'40" WEST, 373.49'; THENCE NORTH 22°55'13" EAST, 50.00'; THENCE NORTH 32°11'56" EAST, 266.43'; THENCE NORTH 08° 55'02" EAST, 278.66'; THENCE NORTH 29° 33'20" EAST 179.28' TO A POINT ON A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 86°57'25" WEST, 1271.86'; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 11.28' THROUGH A ' CENTRAL ANGLE OF 00°30'30" ; THENCE NORTH 02°32'05" EAST, 71.54 THENCE SOUTH 87° 27'55" WEST, 120.00'; THENCE NORTH 84°23'45" EAST, 50.51' TO A POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 31°13'13" EAST, 25.00'; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 12.52' THROUGH A CENTRAL ANGLE OF 28°41'07"; THENCE SOUTH 87°27'55" EAST, 74.02' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 397.40' FOR AN ARC DISTANCE OF 37.64' THROUGH A CENTRAL ANGLE OF 05°25'34"; THENCE NORTH 123.59'; THENCE, NORTH 11°47'18' EAST, 40.21' TO A POINT ON A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 64°55'06" EAST, 25.00' ; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE 28.33' THROUGH A CENTRAL ANGLE OF 64°55'06"; THENCE EAST, ' 25.00', TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 39.27' THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH, 93.23' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 32.92' THROUGH A CENTRAL ANGLE OF 75°27'27"; THENCE SOUTH 77°52'39" EAST, 24.54' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 27.58' THROUGH A CENTRAL ANGLE OF 63°12'30'; THENCE SOUTH 00°22'34" EAST. 43.00' TO A POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 04° 21'39' EAST, 320.57'; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 26.50' THROUGH A CENTRAL ANGLE OF 04°0 44'13" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 299.20' FOR AN ARC DISTANCE OF 73.22; ' THROUGH A CENTRAL ANGLE OF 14°01'17" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 13.87' THROUGH A CENTRAL ANGLE OF 31°47'08"; THENCE SOUTH 80°15'06" EAST, 50.06'; THENCE SOUTH 76°39'42" EAST, 126.68'; THENCE SOUTH 00°22'34 ' EAST, 627.64' TO THE P.O.B..

CONTAINING 12.845 ACRES OF LAND MORE OR LESS.