

Master Assoc
MASTER COPY
JOHN POKER
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DECLARATION OF MAINTENANCE AND
LAND USE PROVISIONS FOR CHESTNUT CREEK.

CENTER ROAD NUMBER ONE, INC., a Florida corporation (Developer) declares the provisions of this instrument to be applicable to the property owned by it and made subject to this instrument known as "Chestnut Creek".

Recitals

A. Developer is the owner of the property legally described in Exhibit A, and intends to develop it as a residential community known as Chestnut Creek in accordance with Sarasota County, Florida zoning regulations. Also, Developer owns the property described in Exhibit B and may (but is not obligated to) develop part or all of this property as a part of Chestnut Creek. The property described in Exhibit A, and any portion of the property described in Exhibit B subsequently declared to be subject to the provisions for this instrument by a document recorded in the Public Records of Sarasota County, Florida, shall be referred to in this instrument as "the Property".

B. Developer intends to improve, develop and subdivide the Property and then to sell portions of the Property for residential uses, in accordance with a subdivision plat or plats (collectively, the Development Plan), as the Development Plan now exists or may be subsequently modified.

C. Developer intends to develop the Property into a residential community to be known as "Chestnut Creek".

D. Sound development practices require that provisions be made for the use of the Property and maintenance of portions of Chestnut Creek set aside for the common use of all owners and lessees of property in Chestnut Creek, and other authorized users. These common areas are sometimes referred to in this instrument as the "Common Areas". Other portions of Chestnut Creek will be set aside for the common use of the owners and lessees of designated portions of property in Chestnut Creek, and other authorized users. These restricted common areas are sometimes referred to in this instrument as the "Limited Common Areas".

E. Subsequently, Developer will deed portions of the Property in accordance with the Development Plan and will grant to purchasers and certain other designated parties nonexclusive rights of ingress and egress on the roads and walkways in Chestnut Creek and will also grant nonexclusive rights in the Common Areas and Limited Common Areas subject to the terms and provisions of this instrument.

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F. Developer has caused to be incorporated under the laws of the State of Florida a corporation not for profit named "Chestnut Creek Master Association, Inc." (The Master Association). The Master Association has been incorporated for the purposes set forth in its articles of incorporation and bylaws, which include the enforcement of certain provisions of this instrument and operating, maintaining, improving and managing the Common Areas and Limited Common Areas for the benefit of property owners in Chestnut Creek.

Therefore, Developer hereby declares that the Property is and shall be held, conveyed, encumbered, leased, used, occupied and improved subject to the following limitations, restrictions, conditions, covenants and easements, all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part of it.

ARTICLE I GENERAL PROVISIONS

Section 1.1 Subject Lands. The lands subject to the provisions of this instrument shall be the Property, as defined in Paragraph A of the Recitals. 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 or Limited Common Areas.

Section 1.2 Additional Lands. Developer shall have the right (but not the obligation), to add later all or any portion of the land described in Exhibit B to the land subject to this instrument by recording a document to this effect in the Public Records of Sarasota County, Florida. If Developer is not at that time the owner of the land, the written consent of the owner of fee simple record title to the land to be added shall also be recorded in the Public Records of Sarasota County, Florida.

Section 1.3 Utility Easements. Developer reserves a perpetual easement on, over and under roads, 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 electrical, water, sewer, telephone, television, gas, communication or other services. Developer shall assign its rights under this paragraph, under such terms and conditions as it may deem appropriate, to public or private utilities. Developer 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 Plat of Chestnut Creek. Developer specifically discloses that an easement for overhead electrical power transmission exists affecting a portion of Lots 13, 14 and 15 in Chestnut Creek. Additional overhead electrical transmission lines may be required to serve Chestnut Creek, which lines will be located along the Westerly and Easterly boundary of Chestnut Creek, easements for which will be shown on the recorded Plat of the Subdivision.

Section 1.4 Underground Utilities. All utility lines and lead in wires, cables, electrical and television lines serving individual residences and located within the confines of any lot shall be located underground, provided however, that a temporary overhead power line to a structure under construction is permissible.

ARTICLE II COMMON AREAS AND LIMITED COMMON AREAS

Section 2.1 Definition of the Common Areas. The Common Areas shall include all of the property not within a lot or public right-of-way, now or later specifically set aside or deeded to the Master Association by Developer for the common use and enjoyment of all owners in Chestnut Creek, except that landscaped areas in the public right-of-way of Venice East Boulevard shall be defined as Common Area for the purpose of maintenance by the Master Association. The Common Areas may, at the discretion of the Developer, include sidewalks and walkways, lakes, ponds, drainage canals, parks, nature preserves and common open space, and any other areas set aside for the benefit of all owners of Chestnut Creek. Any areas that Developer may set aside for the exclusive use of land owners in a specific portion of the Property which is subject to regulation by a particular nonprofit corporation approved by the Developer shall not be deemed a part of the Common Areas. The precise location, description and definition, as well as any particular limitations or restrictions as to usage of the Common Areas will be reflected either in the Development Plan or in instruments that may be from time to time recorded in the Public Records of Sarasota County, Florida.

Section 2.2 Definition of Limited Common Areas. The Limited Common Areas shall include all property not within a lot or public right-of-way, falling within specific portions of the property for which a particular nonprofit corporation approved by the Developer has been established to regulate that specific portion of the property pursuant to supplemental land use provisions applicable to that property, specifically set aside or deeded to the Master Association or the particular association in that area for the common use and enjoyment of owners within that specific portion of the property and not for the use and enjoyment of all owners of Chestnut Creek. The precise location, description and definition, as well as any particular limitations or restrictions as to usage of the Limited Common Areas will be reflected either in the Development Plan

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or in instruments that may be from time to time recorded in the Public Records of Sarasota County, Florida.

Section 2.3 Ownership, Use and Maintenance of the Commons Areas. Developer shall remain the owner of the Common Areas until it transfers title to all or a portion of the Common Areas to the Master Association. Developer shall maintain at its expense all portions of the Common Areas that are not transferred to the Master Association. The Master Association shall maintain, at its expense, all portions of the Common Areas transferred to it by the Developer. Every owner shall have the nonexclusive right to use those portions of the Common Areas to which title has been transferred by Developer to the Master Association in accordance with the following provisions:

(a) Owners and their respective tenants, guests, invitees and 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. Developer may grant similar rights to other parties by instruments recorded in the Public Records of Sarasota County, Florida.

(b) Developer shall have the exclusive right vis-a-vis owners in Chestnut Creek to control the maintenance of all lakes, ponds, canals and drainage control devices on the Property that are a part of the Common Areas. This provision shall not affect Developer's obligation to comply with all laws and regulations relative to the maintenance and any modification or improvement of lakes, ponds, canals and drainage control devices.

(c) Developer shall have the right to prevent use of portions of the Common Areas by the general public.

(d) Subject to any rules and regulations adopted by the Developer during the time it retains ownership of the Common Areas, or rules and regulations adopted by the Master Association after title is conveyed to the Master Association, portions of the Common Areas may be used for appropriate purposes as are permitted by law which do not interfere with the peaceful enjoyment of lot owners. As long as Developer owns title to or rights to purchase any of the land described in Exhibits A and B, it shall have the right to adopt or require the Master Association to adopt rules and regulations pertaining to use of the Common Areas that are not in conflict with this Declaration.

(e) Lot owners in Chestnut Creek, their guests, invitees and/or tenants may use the Common Area lakes and ponds within

Chestnut Creek 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 Master 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. Any docks or wharfs which may be constructed by the Developer may not be modified in any way without the prior written consent of the Master Association, and 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 Master Association.

(f) 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. No fires shall be lit except in designated picnic areas. No trees, shrubbery, or similar landscaping materials may be cut or trimmed except by Developer or the Master Association or their representatives. No improvements or structures on portions of the Property outside the Common Areas shall be made or erected that will adversely affect drainage of the Common Areas. No improvements or structures other than those built by or approved by the Developer shall be constructed on the Common Areas. No discharge of any material, other than natural surface drainage in accordance with drainage designs and plans approved by Developer, may be made into any lake, pond or other water body in the Common Areas. There shall be no alteration of any lakes, ponds or water bodies, or alteration of or interference with water control structures, unless specifically approved by Developer. These provisions regarding Developer approval shall not affect Developer's or the Owner's obligation 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 Developer may be given.

(g) Certain Common Areas in Chestnut Creek have been designated by the Developer as preservation areas. Lot owners shall not use these preservation areas in any manner which will constitute a threat to the natural vegetation lying within the preservation area. No motorized vehicles shall be allowed in the preservation areas.

Section 2.4 Ownership, Use and Maintenance of the Limited Common Areas. Developer shall remain the owner of the Limited Common Areas until it transfers title to all or a portion of the Limited Common Areas to the Master Association or to a particular Association. Developer shall maintain at its expense all portions of the Limited Common Areas that are not so transferred. After Limited Common Areas are transferred to the Master Association or a particular Association, except as provided in 2.4 (b), they shall be maintained by the particular Association, provided however, all lakes and ponds shall be maintained by the Master Association at its

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expense whether the lake or pond is a Limited Common Area or a Common Area. Those owners that are designated to be entitled to use a particular Limited Common Area shall have the nonexclusive right with other designated owners to use a particular Limited Common Area to which title has been transferred by Developer to the Master Association or a particular Association in accordance with the following provisions:

(a) The designated owners and their respective tenants, guests, invitees and licensees, and the holders of liens on the property, shall have a nonexclusive, perpetual right of ingress and egress over and across all 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. Developer may grant similar rights to other parties by instruments recorded in the Public Records of Sarasota County, Florida.

(b) Developer shall have the exclusive right to control the maintenance of all lakes, ponds, and canals on the Property that are a part of the Limited Common Areas. This provision shall not affect Developer's obligation to comply with all laws and regulations relative to the maintenance and any modification or improvement of lakes, ponds, canals and drainage control devices.

(c) Neither the general public nor owners in Chestnut Creek who do not have the designated right to use a particular Limited Common Area shall have the right to use it. Developer shall have the right to enforce this.

(d) Subject to any rules and regulations adopted by the Developer during the time it retains ownership of the Limited Common Areas and rules and regulations adopted by the particular Association after title is conveyed to them, portions of the Limited Common Areas may be used by those designated owners so entitled for appropriate purposes as are permitted by law and which do not conflict with the peaceful enjoyment of other lot owners. As long as Developer owns title to or rights to purchase any of the land described in Exhibits A and B, it shall have the right to adopt or require the particular Association to adopt rules and regulations pertaining to use of the Limited Common Areas that are not in conflict with this Declaration.

(e) The designated owners, their guests, invitees and/or tenants may use the Limited Common Area lakes and ponds within the designated portion of the property 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 particular Associations.

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. Any docks or wharfs which may be constructed by the Developer may not be modified in any way without the prior written consent of the Association, and 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.

(f) No part of the Limited Common Areas shall be used for hunting or the discharge of firearms, motorcycling, grooming, or the keeping or grazing of animals. No fires shall be lit except in designated picnic areas. No trees, shrubbery, or similar landscaping materials may be cut or trimmed except by Developer or the Master Association or their representatives. No improvements or structures on portions of the Property outside the Limited Common Areas shall be made or erected that will adversely affect drainage of the Limited Common Areas. No improvements or structures other than those built by or approved by the Developer shall be constructed on the Limited Common Areas. No discharge of any material, other than natural surface drainage in accordance with drainage designs and plans approved by Developer, may be made into any lake, pond or other water body in the Limited Common Areas. There shall be no alteration of any lakes, ponds or water bodies, or alteration of or interference with water control structures, unless specifically approved by Developer. These provisions regarding Developer approval shall not affect Developer's or the Owner's obligation 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 Developer may be given.

(g) Certain Limited Common Areas in Chestnut Creek have been designated by the Developer as preservation areas. Lot owners shall not use these preservation areas in any manner which will constitute a threat to the natural vegetation lying within the preservation area. No motorized vehicles shall be allowed in the preservation areas.

ARTICLE III THE ASSOCIATION

Section 3.1 Membership in the Master Association. Every Owner shall be a member of the Master Association, which shall be a Florida corporation not for profit. As provided in its articles of incorporation, Developer shall have the right to elect a majority of the board of directors until it no longer intends to offer for sale to the public any of the land described in Exhibits A and B, or until it no longer owns any of the land described in Exhibits A and B, whichever first occurs. Subject to this right, each Owner shall have the voting rights provided in the Articles of Incorporation for the Master Association. However, the following shall apply with

regard to voting by Owners of land in Chestnut Creek, subject to regulation by a particular nonprofit corporation regulating a specific portion of the Property and approved by Developer:

(a) If Developer or individual property Owners within a specific area of Chestnut Creek with the consent of Developer create a property Owners' association formed as a Florida corporation not for profit, that corporation shall be the exclusive agent for and shall hold an irrevocable proxy for all Owners subject to its jurisdiction.

(b) Nothing in this paragraph shall restrict or affect the lien provisions of this instrument.

Section 3.2 Duties of the Master Association. The Master Association has been organized to operate, maintain, manage and improve the Common Areas and Limited Common Areas of Chestnut Creek and to enforce the provisions of this instrument. The Master Association, in addition to these powers and duties 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 in this instrument.

Section 3.3 Annual Maintenance Assessment. 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 Master Association on or before February 1 of each year, of:

(1) The percentage applicable to the Owner's individual parcel, and the manner by which the percentage was calculated.

(2) The Master Association's annual budget.

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

(4) Any amounts due from or repayable to the Owner with respect to any underexpenditure or overexpenditure from the prior years's budget.

However, these provisions shall not apply during any period of time that Developer is in control of the Master Association and has also guaranteed the maximum amount of maintenance assessments payable by owners of lots in Chestnut Creek.

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Section 3.4 Assessment and Budget. Prior to January 31, 1986, and in the month of January of each subsequent year, the Master 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 Master Association's board of directors to allow it to carry out its purposes, which may include the following:

(a) To pay ad valorem taxes, if any, assessed against the Common Areas and Limited Common Areas not conveyed to particular Associations regulating specific portions of the property, and against all personal property owned by the Master Association.

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

(c) To pay all expenses required for the operation, maintenance, management, repair and improvement of the Common Areas and Limited 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 Common Areas or Limited Common Areas not conveyed to a particular association regulating specific portions of the property or the performance of the Master Association's obligations under this instrument.

(e) To pay for casualty, liability, and other forms of insurance determined by the Master 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 Master Association including reimbursement of actual expenses properly incurred by officers and directors.

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

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

Section 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 March 1 of each year at the offices of the Master Association in Sarasota, Florida, or at such other place as may be designated by the Master Association. The assessment shall become delinquent if not paid by March 1 of the calendar year in which it is assessed. Any unpaid assessments shall bear interest from the date of delinquency until paid at the rate of 18% per annum, unless this rate is subsequently changed by the board of directors of the Master Association. However, in no event shall the rate be more than the maximum legal rate for individuals in the State of Florida.

(b) The Master 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 Master 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.

(c) The Master Association 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.

(d) Each assessment shall be the personal obligation of each Owner. If the assessment is not paid within thirty (30) days after the delinquency date, the Master Association may, in addition to any other remedies it may have, bring an action against the Owner to collect the amount due. The Master 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 Master 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 Master Association.

Section 3.6 Guaranty. The Developer reserves the right to control all the affairs and operations of the Association until all lots in Chestnut Creek have been sold or until Developer may elect in writing to surrender such control. Until such time as either of the two events described above takes place, the Developer guarantees that the annual assessment for each lot owner payable to the Association shall not exceed One Hundred Dollars (\$100.00). The Developer further agrees that during such time as it controls the affairs and operations of the Master Association, the Developer shall pay any amount of expenses incurred by the Master Association in the performance of its duties and obligations as described herein in excess of the amount produced by the combined assessments of individual lot owners. There shall be no obligation upon the Developer to pay any regular assessment hereunder on any lot it owns in Chestnut Creek. The obligation to make regular assessment payments hereunder shall inure to an individual lot owner upon transfer of title to the lot to said lot owner except that in the instance of the transfer of title thereto being part of the commencement of construction of a new dwelling unit by Developer for said lot owner, payment of assessments hereunder by said lot owner shall be suspended until 120 days shall have passed from the date of transfer of title thereto or until a Certificate of Occupancy is granted for said dwelling unit, whichever shall first occur.

Section 3.7. 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) Developer, 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 parcel, shall be deemed to have agreed to pay the assessments to the Master 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 Master 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.

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(b) If the assessment is not paid within thirty (30) days after the delinquency date, the Master 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 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 Master Association. However, this subordination shall apply only to assessments that were due and payable prior to the sale or transfer of the proeprty 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 Master 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 Master 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 Master 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 3.8 Reserves. The Master Association may, in its discretion, either hold collected maintenance funds without investing them, or it may invest them. The Master Association may also set aside in reserve a protion of the annual maintenance assessment that it determines to be appropriate for expenditure in years following that for which the assessment was made.

Section 3.9 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 Developer

to any governmental body, or public or private utility company, as reflected in any lots of Chestnut Creek or in any document recorded in the public Records of Sarasota County, Florida;

(b) The Common Areas and Limited Common Areas as more particularly defined in Article II;

(c) Any other lands that may be determined by Developer, in its sole discretion, to be of use and benefit to property owners in Chestnut Creek and added to the Common Areas or Limited Common Areas.

(d) Any lots or other property in Chestnut Creek owned by Developer, but only for such period of time that Developer has guaranteed a maximum maintenance assessment to other lot or property owners, or any extension of such period by Developer. During this period, Developer shall pay the Master Association an amount equal to expenses of the Master Association not covered by assessments at the guaranteed levels receivable from other lot or property owners. However, Developer shall not be obligated to provide any budget reserve accounts for capital expenditures and deferred maintenance, or make any payments for these items.

Some of the areas contemplated in Subparagraph (b) are reflected generally on the plat that is a part of the Development Plan. However, these areas are subject to change by Developer. The exact location, description, definition and usage of these areas will be shown on plats, deeds to lands in Chestnut Creek, and in other documents that are recorded from time to time in the Public Records on in Plat Books of Sarasota County, Florida.

ARTICLE IV LAND USE PROVISIONS

Section 4.1 Use Provisions. Chestnut Creek is being developed as a residential community. To assist in creating a harmonious development, specific land use provisions have been set forth below. These provisions are applicable to all of the Property. These provisions may be supplemented by additional land use provisions pertaining to all or any part of the Property. The additional land use provisions may be more restrictive or comprehensive than the provisions below.

Section 4.2 Permitted Uses. Land in Chestnut Creek may be used only for residential purposes except that Developer hereby reserves the right to itself, and its successors and/or assigns to use any Lot and Common Area or Limited Common Area in Chestnut Creek for sale and display or model home purposes.

Section 4.3 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 of other Property in Chestnut Creek.

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Section 4.4 Temporary Structures. No structures of a temporary character, trailer, house trailer, tent, shack or other out-building or detached guest or servants quarters shall be placed, occupied, used or erected on any Lot at any time, either temporarily or permanently, with the exception of the customary general contractor's office or trailer during the course of construction and/or the Developer's sales structures.

Section 4.5 Signs. No sign of any kind shall be displayed to the public view on any Lot except that one sign of not more than one (1) square foot may be used to designate the name of the resident, and one (1) sign of not more than four (4) square feet advertising the property for sale or rent, which shall be located in the front yard and signs used by Developer to advertise the property during the development and sales period.

Section 4.6. Animals. No reptiles, birds, livestock, poultry or animals shall be kept or permitted on the Lots, except domestic canines and felines as household pets and ornamental birds in cages, provided moreover that any domestic canine shall be kept on a leash when outside. No animals are to be kept, bred or maintained for any commercial purpose and none shall be allowed to become a nuisance to other residents of the neighborhood. 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.

Section 4.7 Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and all other waste shall not be kept except in sanitary containers which shall be kept in a clean and sanitary condition. No garbage, refuse or trash shall be burned on the lot or within any area of Chestnut Creek.

Section 4.8 Grade. The grade level of land in Chestnut Creek shall not be materially altered by an Owner without Developer's prior written consent. Prior written approval of all governmental bodies or agencies having jurisdiction over the matter shall first be obtained before Developer may give its consent. No filling or grading shall be done by an Owner that will adversely affect the proper drainage of any other land in Chestnut Creek, or that is contrary to the Development Plan.

Section 4.9 Site Plan, Design and Architectural Control. No portion of the Property (other than that owned by Developer) shall be improved or any buildings or other structures erected on it or existing improvements or structures modified (except for interior modifications) until plans and specifications, together with a site plan showing the boundaries of the lots or lands to be improved, building elevations, the location of the improvements, walkways, driveways, mail boxes, and landscaping has been approved by Developer. The plans and specifications shall also describe exterior colors of the improvements, and shall include a sample of these

colors. Developer may require the submission of such additional information and materials as may be reasonably necessary to evaluate the proposed improvement or modification. Developer shall evaluate all plans and specifications utilizing standards of a high level as to aesthetics, material and workmanship and as to suitability and harmony of location, structure and external design in relation to existing and proposed topography, structures and landscaping. Written notice of approval or disapproval in recordable form, which may be conditional or provisional, shall be given within 45 days after submission of all necessary materials to Developer. No construction shall be commenced until written notice of approval by Developer has been given to Owner. Once approved by Developer, 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 prior written approval of Developer in accordance with the foregoing provisions and procedures. No approval shall be or imply approval from a stand point of structural safety or conformance with building and zoning codes. A schedule of reasonable fees may be adopted for processing applications.

Section 4.10 Notwithstanding the provisions of Sections 2.3 and 2.4, all Owners of property in Chestnut Creek whose Lots abut a lake designated as a Common Area or Limited Common Area shall maintain the lawn within the area bounded by the rear lot line and the mean high water mark of the abutting lake and lines formed by extensions of the side lot lines to the lakes.

Section 4.11 Unimproved Property Maintenance. 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 do not exceed one foot in height. 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. The Master Association shall have the right, after notice to Owner, to enter upon Owner's lot in order to exercise these rights. The Master Association shall have the lien rights given for the collection of assessments if an Owner fails to pay these costs on demand.

Section 4.12 Towers, Aerials, Cables and Electric Emissions. No towers, antennas, aerials or overhead wires or cables shall be permitted in Chestnut Creek. No electrical or electronic system or device shall be permitted or maintained if it interferes with radio, telephone, television or other public communications reception in Chestnut Creek.

Section 4.13 Size of Lot or Parcel. No building plat, meaning no lot or parcel which will house a single family dwelling, shall contain less area than the smallest platted lot in the Subdivision.

Section 4.14 Subdividing Lots and Parcels. No boundaries of lots or lands in Chestnut Creek set forth in an approved site Plan may be changed without the prior written approval of Developer. No lot or parcel shall be subdivided without the prior written approval of Developer.

Section 4.15 Construction on Site. No dwelling may be moved onto a lot or parcel. All improvements shall be constructed or assembled on the lot or parcel by a contractor duly licensed to construct residential dwellings in Sarasota County, Florida.

Section 4.16 Water and Sewage Systems. All buildings to be placed on any of this property shall be connected to the existing water system and existing sewer system, whether same is operated by Developer, a private corporation, a municipality or the county. The grantees, their tenants and lessees, and all occupants of any such 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. 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. The owners of property herein shall have the right to install pumps and water systems for irrigation and swimming pools only. They are prohibited from installation of septic tanks and individual wells except for the purposes set forth herein.

Section 4.17 Right of Developer to Grant Variances. The absolute right and discretion is hereby reserved to Developer to grant variances from the obligations of Paragraphs 4.1 through 4.14 above in cases where not to grant such variance would create hardship in the opinion of Developer or where such variances would be in keeping with the spirit and intent of this instrument or would be such as to not adversely affect any neighboring Owners or the Homesites or Chestnut Creek as a whole. Such variances, if granted, shall be granted upon written application of the Owner setting forth in detail the variance required and reasons for it. Any such variance, if granted, shall be granted by Developer in writing and shall be strictly complied 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 V
SPECIFIC LAND USE PROVISIONS

Section 5.1 In addition to the land use provisions provided for above, the following specific land use provisions shall apply to Lots 1 through 148 in Chestnut Creek.

(a) Easements. Easements for roads, utility and drainage are reserved as shown on the plat of the Subdivision. Utility and drainage easements eight (8) feet in width along front, eight (8) feet rear lot lines and five (5) feet in width along each side lot line have been reserved as shown on the plat of the Subdivision. Where an area greater than one (1) lot is used as a building lot the outside boundary of said site shall be subject to said easements. Any permitted walls, fences, paving, planting or other improvements placed on any of said easements by the owner of the property in which the easement lies shall be removed at the expense of the owner, if required, for the installation and maintenance or repair of any utilities or drainage.

(b) Sidewalks. Sidewalks which are constructed shall be in accordance with specifications approved by appropriate governmental authorities and in compliance with the site development plans.

(c) Outdoor Clothes Drying. No outdoor clothes drying facility or apparatus other than a residential-type umbrella clothesline shall be installed and then only in the rear yard of a Dwelling Unit within the area bounded by the rear wall of the dwelling unit, a line parallel to and ten (10) feet removed from the rear lot line and lines formed by extensions of the vertical planes established by the side walls of the Dwelling.

(d) Type of Dwelling. All dwellings constructed, altered, permitted to remain or to be occupied on any lot or parcel shall conform to the following requirements in addition to all of the provisions of these covenants and restrictions, to wit:

(1) Any structures such as garages, porches, service or utility rooms, guest rooms, servants 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, block or aluminum construction, must be approved by Developer, and must be situated in the back yard so as not to be seen from the road, and must be attractively landscaped in general conformance with the dwelling building.

(2) All dwelling houses shall be constructed of new and durable materials and of external design harmonious with existing

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structures on comparable locations within the Subdivision. All external building walls must be of cement block, stuccoed or of wood, brick or stone, unless otherwise approved by the Developer in writing. No asbestos shingles or asbestos siding of any type or asphaltic, plastic, metal or similar covering shall be used on exterior walls, unless otherwise approved by Developer in writing. Exterior colors of dwelling houses must be of the general range of earth tones and must be approved by Developer.

(3) All areas of every lot not occupied by the dwelling house or cages or patios shall be duly landscaped in accordance with plans approved by Developer. All yard areas shall be sodded except for permitted drives and parking areas, as designated by Developer, unless otherwise approved by the Developer 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 Developer in writing.

(e) Subdividing Lots and Parcels. No lot or parcel purchased from the Developer shall be subdivided or sold, except as a whole or combined with any other lot or parcel except with the consent of Developer in his sole discretion. Developer may grant permission to subdivide or combine lots into parcels under the following circumstances:

(1) Developer may grant permission to an owner of a lot or parcel to convey part of the same to an adjoining owner on one side and the remainder to an adjoining owner on the other side, providing both conveyances are simultaneous.

(2) Developer may grant permission to join two lots together to serve as one building site.

(3) Developer may grant permission to owner of two or more contiguous lots or parcels to convey a part of one to an adjoining site owner, providing that he shall retain ownership of land having a frontage and total area meeting all requirements of a lot or parcel hereunder.

(4) In the event any portion of any lots or parcels shall once be conveyed as permitted under subparagraphs (1) or (2) above, the portion of lands so conveyed and the land then owned by the grantee thereof shall together thereafter be deemed and constituted forever one single parcel, and in the case as above provided under subparagraph (b), the portion of land retained shall thereafter be deemed and constitute one single parcel and shall not in any event, thereafter be further subdivided or sold, except as one lot or parcel.

(5) In no event, however, shall any lot or parcel resulting from the Subdivision permitted under Paragraphs 5.1 (d) (1), (2), (3) or (4) above violate the provisions of Paragraph 4.12 above.

(f) Visable 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 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, motor-cycles, 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.

(g) Improved Property Maintenance. All Owners shall keep improved property free and clear of rubbish and debris, shall keep grass mowed so that it does not exceed two inches in height, 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. 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 by the Owner to the Master Association. The Master Association shall have the right, after notice to Owner, to enter upon Owner's lot and the exterior of any improvements in order to exercise these rights. The Master Association shall have the lien rights given for the collection of assessments if an Owner fails to pay such costs on demand.

Section 5.2 Lots 1 - 38. In addition to the land use provisions provided for above, the following specific land use provisions shall apply to Lots 1 - 38 in Chestnut Creek.

(a) Setback Requirements. For purposes of this paragraph, 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 lot or parcel shall be considered a part of the "Dwelling." No part of any dwelling shall be located nearer than twenty (20) feet from any point on the front lot line of any lot, or nearer than eight (8) feet from any point on the side lot line of any lot, or nearer than ten (10) feet from any point on the rear lot line of any lot. In the event the rear lot line of a lot 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 lot line or any point on said body of water, whichever is closer to the dwelling.

(b) Parking and Storage. Notwithstanding the provisions of Section 5.1 (f) of this declaration, one non-commercial pick-up truck may be parked on a driveway within a lot outside of the enclosed garage of the dwelling unit.

(c) Type of Dwelling. All dwellings constructed, altered, permitted to remain or to be occupied on any lot or parcel shall conform to the following requirements in addition to all of the provisions of these covenants and restrictions to wit:

(1) All roofs of dwellings shall be of cedar shake shingles, glazed tile, cement, slate Bermuda style cement, asphalt or fiberglass shingles of 280 lbs. or heavier unless otherwise approved by the Developer in writing. No flat deck or aluminum roofs shall be permitted.

(2) Any structures such as garages, porches, service or utility rooms, guest rooms, servants 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, block or aluminum construction, must be approved by Developer, and must be situated in the back yard so as not to be seen from the road, and must be attractively landscaped in general conformance with the dwelling building.

(3) Such dwelling house shall have a ground floor heated and cooled living area of not less than 1,300 square feet, exclusive of the area of any garage, porches, storage areas, or patios, whether or not such porches are roofed. Garages shall be of at least two-car capacity and shall be equipped with automatic, electric garage door openers. No carports shall be permitted. 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.

(d) The boundary lines for Lots 27 - 37 inclusive extend into the lake abutting those lots. The Master Association shall maintain that lake at its expense in accordance with the provisions of Section 2.3 hereof.

Section 5.3 Lots 39 - 70. In addition to the land use provisions provided for above, the following specific land use provisions shall apply to Lots 39 - 70 in Chestnut Creek.

(a) Setback Requirements. For purposes of this paragraph, 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 lot or parcel shall be considered a part of the "Dwelling." No part of any dwelling shall be located nearer than twenty (20) feet from any point on the front lot line of any lot, or nearer than ten (10) feet from any point on the side lot line of any lot, or nearer than ten (10) feet from any point on the rear lot line of any lot. Provided however, Developer at its discretion, will consider and may grant a variance for side lot setback requirements as follows; eight (8) feet from any point on the side lot line of any lot but not less than eighteen (18) feet total within the lot and not less than twenty (20) feet between adjacent houses. In the event the rear lot line of a lot borders on 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 lot line or any point on said body of water, whichever is closer to the dwelling.

(b) Parking and Storage. Notwithstanding the provisions of Section 5.1 (f) of this declaration, one non-commercial pick-up truck may be parked on a driveway within a lot outside of the enclosed garage of the dwelling unit.

(c) Type of Dwelling. All dwellings constructed, altered, permitted to remain or to be occupied on any lot or parcel shall conform to the following requirements in addition to all of the provisions of these covenants and restrictions to wit:

(1) All roofs of dwellings shall be of cedar shake shingles, glazed tile, cement, slate Bermuda style cement, asphalt or fiberglass shingles of 280 lb. or heavier unless otherwise approved by the Developer in writing. No flat deck or aluminum roofs shall be permitted.

(2) Any structures such as garages, porches, service or utility rooms, guest rooms, servants 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, block or aluminum construction, must be approved by Developer, and must be situated in the back yard so as not to be seen from the road, and must be attractively landscaped in general conformance with the dwelling building.

(3) Such dwelling house shall have a ground floor heated and cooled living area of not less than 1,300 square feet, exclusive of the area of any garage, porches, storage areas, or patios, whether or not such porches are roofed. Garages shall be of at least two-car capacity and equipped with automatic, electric

garage door openers. No carports shall be permitted. 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.

Section 5.4 Lots 71 - 148. In addition to the land use provisions provided for above, the following specific land use provisions shall apply to Lots 71 - 148 in Chestnut Creek.

(a) Setback Requirements. For purposes of this paragraph, 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 lot or parcel shall be considered a part of the "Dwelling." No part of any dwelling shall be located nearer than twenty (20) feet from any point on the front lot line of any lot, or nearer than ten (10) feet from any point on the side lot line of any lot, or nearer than ten (10) feet from any point on the rear lot line of any lot. Provided however, Developer at its discretion, will consider any may grant a variance for side lot setback requirements as follows; six (6) feet from any point on the side lot line of any lot but not less than fifteen (15) feet total within the lot and not less than twenty (20) feet between houses. In the event the rear lot line of a lot borders on 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 lot line or any point on said body of water, whichever is closer to the dwelling.

(b) Parking and Storage. Notwithstanding the provisions of Section 5.1 (f) of this declaration, one commercial vehicle and one normal pick-up truck may be parked on a driveway within a lot outside of the enclosed garage of the dwelling unit.

(c) Type of Dwelling. All dwellings constructed, altered, permitted to remain or to be occupied on any lot or parcel shall conform to the following requirements in addition to all of the provisions of these covenants and restrictions to wit:

(1) All roofs of dwellings shall be of cedar shake shingles, glazed tile, cement, slate Bermuda style cement, asphalt or fiberglass shingles of 240 lbs. or heavier unless otherwise approved by the Developer in writing. No flat deck or aluminum roofs shall be permitted.

(2) Any structures such as garages, porches, service or utility rooms, guest rooms, servants 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, block or aluminum construction, must be approved by

Developer, and must be situated in the back yard so as not to be seen from the road, and must be attractively landscaped in general conformance with the dwelling building.

(3) 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. Garages shall be of at least one-car capacity. No carports shall be permitted. No dwelling shall exceed one story in height.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.1 Enforcement. These covenants and restrictions may be enforced by Developer, the Master Association or any Lot Owner 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 attorney's fees.

Section 6.2 Notices to Owners. Any notice required to be sent to any owner under the provisions of this instrument shall be properly sent if mailed, postage prepaid, to the last known address of the person who appears as the owner on the records of the Master Association at the time of the mailing, and it shall be the responsibility of the owner to notify the Master Association in writing of any change of address.

Section 6.3 Amendment. These Covenants and Restrictions may be amended by the Developer so long as the Developer owns one (1) lot or more in the Subdivision or by the written consent of the owners of a majority of lots in the Subdivision. Amendment by a majority of lots cannot be valid, however, if the Developer owns any lot in the Subdivision unless Developer consents thereto. Said consent shall not be unreasonably withheld by the Developer. Such amendment shall become effective when duly executed and recorded in the Public Records of Sarasota County, Florida. No such amendment, however, shall invalidate any action properly taken under these covenants and restrictions.

Section 6.4 Supplements, Rules and Regulations. Developer reserves the right to adopt supplemental covenants and restrictions and rules and regulations with respect to the Property or any portion of it, as long as the supplemental covenants and restrictions do not conflict with the terms and provisions of this instrument.

Section 6.5 Transfer of Title to Master Association. Developer may from time to time transfer portions of the Common

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Areas and Limited Common Areas to the Master Association or particular associations regulating specific portions of the Property by a deed recorded in the Public Records of Sarasota County, Florida. Developer may, in this transfer of title, subject the title to such easements, reservations, restrictions and limitations as the Developer deems appropriate. The Master Association or the particular association shall be obligated to accept title to each parcel as the Developer deems appropriate. The Master Association or the particular association shall be obligated to accept title to each parcel delivered by Developer, and thereafter, to maintain the land described in the deed for the purposes provided in this instrument and to pay all taxes that subsequently become due and owing.

Section 6.6 Assignment to Master Association. Developer reserves the right to assign and delegate to the Master Association or any particular Association regulating a specific portion of the property any portion or all of its rights, title, interest, duties and obligations created by this instrument and the Master Association or the particular Association agrees to accept this assignment. The Master Association may assign and delegate to any particular incorporated association of owners of specific portions of Chestnut Creek all or any part of its rights of approval of improvements located within the area governed by the particular incorporated association and any portion or all of its rights, title, interest, duties and obligations created by this instrument or the Declaration. Any rights thus assigned shall revert to the Master Association on the termination of the particular incorporated association.

Section 6.7 Withdrawal of Property. Developer reserves the right, at any time, to withdraw from the effect of this instrument any land owned by it if consistent with the Resolution, and if the land to be withdrawn would not completely or practicably sever the remaining land, and if the withdrawal would not materially increase the annual assessment against Property in Chestnut Creek remaining subject to this instrument.

Section 6.8 Interpretation. The provisions of this instrument, as amended and supplemented from time to time in accordance with this instrument, shall be deemed covenants running with the land. Titles, captions and paragraph headings have been used for convenience only, and shall not be used in interpreting this instrument.

Section 6.9 Term. These Covenants and Restrictions shall remain in force and effect for a period of thirty (30) years from the date hereof and shall be automatically renewed for successive ten (10) year periods unless the owners of a majority of lots in the Subdivision execute and record in the Public Records of Sarasota County, Florida, an instrument specifically rejecting a subsequent renewal.

Section 6.10 Invalidity. The invalidation of one or more of the provisions of this instrument by a final order of a court of competent jurisdiction shall not affect or modify any other provisions, which shall remain in full force and effect. Failure by any part to enforce any of the provisions of this instrument shall not be deemed to be a waiver of the right to do so in the future.

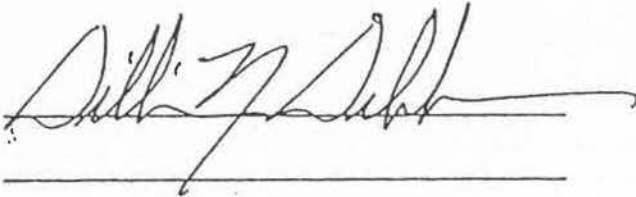
Section 6.11 Effective Time and Date. This instrument shall take effect at the time and on the date that it is recorded in the Public Records of Sarasota County, Florida.

Section 6.12 Access. Developer and the Master Association shall have the right to access on any lots or any improvements constructed on lots, between the hours of 9:00 A.M. and 5:00 P.M., upon advance notice to the Owner to determine whether or not an Owner has complied with the provisions of this instrument relating to land use.

Section 6.13 Discretion. Whenever the provisions of this instrument require approval of Developer or the Master Association, the approval may be either granted or denied in the sole discretion of either Developer or the Master Association.

Section 6.14 Subordination. Developer and the Master Association agree that their respective interests under this instrument are subordinated to the lien, encumbrance and operation of any mortgages existing at the time of its recordation that encumber any portion of the Property and any additional, replacement, or subsequent mortgages obtained by Developer to finance improvements to the Property or any part of it. Although these provisions are self-executing, the Master Association shall execute such instruments in recordable form to evidence further this subordination of its interests as Developer may request.

IN WITNESS WHEREOF, the Developer, CENTER ROAD NUMBER ONE, INC., a Florida corporation, has executed this instrument this 31st day of January, 1985.

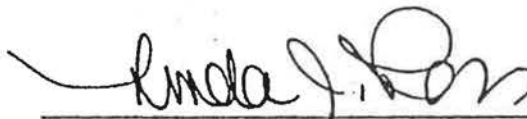


CENTER ROAD NUMBER ONE, INC.

By Paul J. Wall
President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
31st day of January, 1985 by DAVID MCNABB as President
of CENTER ROAD NUMBER ONE, INC., on behalf of the corporation.


Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 24, 1987

This Instrument Prepared By:
Edwin M. Boyer, Esq.
Boyer & Boyer, P.A.
2055 Wood Street, Suite 220
Sarasota, Florida 33577

JOINDER

First Federal Savings and Loan Association of Largo, as mortgagee pursuant to a mortgage recorded in Official Record Book _____, Page _____, of the Public Records of Sarasota County, Florida joins in the foregoing instrument.

Dated: February 13, 1985

WITNESSES:

Donald Dickhaut
Theresa E. Rosenbrock

FIRST FEDERAL SAVINGS AND
 LOAN ASSOCIATION OF LARGO

By Earl H. Young
 Earl H. Young
 Senior Vice President

STATE OF FLORIDA
 COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13th day of ~~January~~ ^{February}, 1985 by EARL H. YOUNG, SENIOR VICE PRESIDENT of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LARGO, on behalf of the corporation.

Theresa E. Rosenbrock
 Notary Public

My Commission Expires:

- Notary Public, State of Florida
 My Commission Expires July 10, 1988
 My Bonded Jbr Troy Jahn Insurance, Inc.

A parcel of land situate in Sec. 14, Twp. 39 S, Rge. 19 E,
Sarasota County, Florida, being more particularly described
as follows:

Commence at a found concrete monument at the S.W. corner
of said Sec. 14; thence S89°59'59"E along the South line
Sec. 14, 1364.21'; thence N0°00'01"E leaving said South
line of Sec. 14, 70.00' to the proposed North R/W line of
Center Road, this point being the beginning of a curve con-
cave to the S.W. having a radius of 426.34'; thence NW'ly
along the arc of said curve through a central angle of
42°05'49", 313.25' to the P.R.C. of a curve concave to
the N.E. and having a radius of 437.73'; thence NW'ly
along the arc of said curve through a central angle of
35°08'11", 268.43' for a P.O.B.; thence N89°59'59"W, 16.61';
thence N0°34'32"W, 750.00'; thence S89°59'59"E, 1000.00';
thence S14°01'44"E, 422.57'; thence S89°59'59"E, 200.00';
thence S0°22'33"E, 340.00'; thence N89°59'59"W, 1440.52'
to the P.O.B.

lying and being in Sec. 14, Twp. 39S., Rge. 19E, Sarasota
County, Florida.

Containing 22.005 acres more or less.

and

Commence at a found concrete monument at the S.W. corner of
said Section 14; thence S 89°59'59" E along South line of
said Section 14, 2505.26'; thence N 0°22'33"W, 893.01' to the
N.E. corner of Chestnut Creek, Unit 1, (a proposed subdivision)
and the P.O.B.; thence W'ly along the N'ly boundary of said
Chestnut Creek, Unit 1 through the following (3) courses;
N89°59'59"W, 200.00'; N14°01'43"W, 422.57'; N89°59'59"W, 1000.00'
to the end of said courses; thence N0°34'32"W 389.93' to the
beginning of a curve concave SE'ly and having a radius of 955.00'
thence NE'ly along the arc of said curve through a central
angle of 21°22'16", an arc distance of 356.21' to the end of
said curve; thence N20°47'45"E, 231.31'; thence S69°12'15"E,
111.05'; thence S50°01'39"E, 1587.05'; thence S0°22'33"E,
305.81' to the P.O.B.

Containing 19.13 acres of land, more or less.

and

Commence at a found aluminum disc in conc. at the S.W.
corner of said Section 14; thence N 0°34'32"W along the West
line of the S.W. 1/4 of said Section 14, 2625.18' for a P.O.B.,
thence continue N 0°34'32"W along said West line 27.44' to a
found concrete monument at the W 1/4 corner of said Section 14;
thence N 0°33'30"W along the West line of the N.W. 1/4 of said
Section 14, 245.56'; thence N 89°32'45"E., 224.93'; thence
N.E.'ly along a curve to the left having a radius of 209.95',
thru a central angle of 69°42'58", for an arc distance of 253.79
thence N.E.'ly along a curve to the right having a radius of
648.54', thru a central angle of 41°23'24", for an arc distance
of 468.50'; thence N 61°40'26"E, 267.00'; thence N89°26'30"E,
220.00'; thence S 60°54'00"E, 408.27'; thence S14°18'18"W, 332.23
thence N.W.'ly along a curve to the right having a radius of 240.00',
thru a central angle of 11°57'36", for an arc distance of 50.10';
thence S 14°18'18"W, 679.57'; thence S.W. along a curve to the right
having a radius of 817.46', thru a central angle of 6°29'27", for
an arc distance of 92.61'; thence S20°47'45"W, 144.05'; thence
N69°12'15"W, 152.23'; thence N.W.'ly along a curve to right having
a radius of 1050.00', thru a central angle of 31°12'15", for an arc
distance of 571.85'; thence N.W.'ly along a curve to the right
having a radius of 1260.00', thru a central angle of 10°17'36",
for an arc distance of 226.11'; thence S62°17'30"W, 160.88';
thence S89°32'45"W, 298.59' to the P.O.B.

Containing 26.156 acres of land, more or less.

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PG1043

and

Beginning at a concrete monument (P.R.M.) at the N.W. corner of The Estates of Chestnut Creek, No. 1 As recorded in Plat Book 30 at pages 3 thru 3-C, Public Records of Sarasota County, Florida at the W'ly R/W line of Venice East Blvd. (100 ft. wide public R/W), said point also lying N38°30'53"E, 1665.23' from an aluminum disc in concrete found at the S.W. corner of said Section 14; thence N0°34'32"W, 109.91'; thence N.E.'ly along a curve to the right having a radius of 955.00', thru a central angle of 21°22'16", for an arc distance of 356.21'; thence S20°47'45"E, 211.11'; thence N.E.'ly along a curve to the left having a radius of 817.46', thru a central angle of 6°29'26", for an arc distance of 92.61'; thence N14°18'18"E, 679.57'; thence S.E.'ly along a curve to the left having a radius of 240.00', thru a central angle of 11°57'15", for an arc distance of 50.10'; thence N14°18'18"E, 312.21'; thence N65°50'00"E, 1070.90'; thence S0°22'31"E, 2551.00'; thence N50°01'19"W, 1587.05'; thence N69°12'15"W, 11.05'; thence S20°47'45"W, 211.11'; thence S.W.'ly along a curve to the left having a radius of 855.00', thru a central angle of 21°22'16", for an arc distance of 318.91'; thence S0°14'13"E, 190.93' to the North line of said Estates of Chestnut Creek No. 1; thence N09°59'59"W along said North line 100.01' to the P.O.B.

Containing 50.401 acres of land, more or less.

and

Commence at said S.W. corner of SEC. 14; thence N0°34'32"W, along the West line of said SEC. 14, 33.00'; thence S89°59'59"E, along the N'ly R/W line of Center Road, 1050.05', to the P.O.B.; thence N0°34'32"W, 520.03'; thence S09°59'59"E, 544.50'; thence S0°34'32"E, 520.03', to said N'ly R/W line of Center Road; thence N89°59'59"W, along said N'ly R/W line, 544.50', to the P.O.B.

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

EXHIBIT B

A tract of ground in SEC. 14, TWP. 39-S, RGE. 19-E
Sarasota County, Florida more particularly described as
follows:

Begin at a found concrete monument at the N.W. corner
of said SEC. 14; thence S89°52'57"E, along the North line
of said SEC. 14, 2522.99'; thence S0°22'33"E, 1548.72';
thence S65°50'08"W, 1070.99'; thence N60°54'00"W, 408.27';
thence S89°26'30"W, 220.00'; thence S61°40'26"W, 267.00',
to the P.C. of curve concave to the S.E.; thence S.W.'ly
along the arc of said curve having a radius of 648.54',
Δ41°23'24", arc 468.50', chord 458.38, chord bearing
S40°58'44"W, to a P.R.C. with a curve concave to the N.W.;
thence S.W.'ly along the arc of said curve having a radius
of 209.95', Δ69°42'58", arc 253.79', chord 238.62', chord
bearing S54°54'54"W, to a P.T.; thence S89°32'45"W, 224.93',
to a point on the West line of said SEC. 14; thence N0°33'30"W,
along said West line, 2407.77', to the P.O.B.

Subject to a 170' wide F.P.L. easement over the N'ly
170' thereof recorded in O.R. Bk. 1003, Pg. 787 Public Records
of Sarasota County, Florida

and

Commence at the S.W. corner of said SEC. 14; thence
N0°34'32"W, along the West line of said SEC. 14, 33.00',
to a point on the N'ly R/W line of Center Road; thence
S89°59'59"E, along said N'ly R/W line 1594.55', for a P.O.B.;
thence N0°34'32"W, 520.03', to a point on the South line of
"The Estates of Chestnut Creek Unit No. 1" as recorded in
Pg. Public Records of Sarasota County, Florida;
thence S89°59'59"E, along said South line, 912.63'; thence
S0°22'33"E, 520.11', to a point on said N'ly R/W line of Center
Road; thence N89°59'59"W, along said N'ly R/W line, 910.82',
to the P.O.B.

and

Commence at the S.W. corner of said SEC. 14; thence
N0°34'32"W, along the West line of said SEC. 14, 1500.48'
for a P.O.B; thence continue N0°34'32"W, along said West line
1124.70'; thence N89°32'45"E, 290.59'; thence N62°17'30"E,
160.88', to a point on curve concave to the N.E.; thence S.E.'ly
along the arc of said curve having a radius of 1260.00',
Δ10°17'30", arc 226.33', chord 226.02', chord bearing
S32°51'15"E, to a P.C.C. with a curve concave to the N.E.;
thence S.E.'ly along the arc of said curve having a radius of
1050.00', Δ31°12'15", arc 571.85, chord 564.81', chord bearing
S53°36'08"E, to a P.T.; thence S69°12'15"E, 152.23'; thence
S20°47'45"W, 87.26', to a P.C. with a curve concave to the S.E.;
thence S.W.'ly along the arc of said curve having a radius of
955.00, Δ21°22'16", arc 356.21', chord 354.15', chord bearing
S10°06'37"W, to a P.T.; thence S0°34'32"E, 181.92'; thence
S89°25'28"W, 1050.00', to the P.O.B.

ML-30

PG1044

OR 1754 PG 1045
PG 1045

and

Commence at said S.W. corner of SEC. 14; thence
N0°34'32"W, along the West line of said SEC. 14, 33.00';
thence S89°59'59"E, along the N'ly R/W line of Center
Road, 1050.05', to the P.O.B.; thence N0°34'32"W, 520.03';
thence S89°59'59"E, 544.50'; thence S0°34'32"E, 520.03',
to said N'ly R/W line of Center Road; thence N89°59'59"W,
along said N'ly R/W line, 544.50', to the P.O.B.

4 6 8 8 4 4

FILED AND RECORDED
R.H. HACKNEY JR. CLERK
SARASOTA CO. FLA.
FEB 20 3 33 PM '85

A F F I D A V I T

STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, a duly commissioned Notary Public within and for the State and County aforesaid, personally appeared DAVID S. McNABB, President of CENTER ROAD NUMBER ONE, INC., a Florida corporation, who after being duly sworn as required by law, deposes and says:

1. That on February 20, 1985, Center Road Number One, Inc., the Developer of the subdivision known as CHESTNUT CREEK", filed the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, which instrument is recorded in O. R. Book 1754, pages 1015 through 1045, inclusive, Public Records of Sarasota County, Florida.

2. Affiant further says that when the legal descriptions on Exhibit "A" of said Declaration of Maintenance and Land Use Provisions for Chestnut Creek (O. R. Book 1754, page 1042) was photocopied and attached to said instrument for recording, the footage figure at the end of line 13 of the bottom paragraph of Exhibit "A" failed to show the complete footage figure which is 332.23 feet, and instead only shows the figure of 332.2.

3. That the purpose of this Affidavit is to state that the correct footage figure is 332.23 and that the error in the footage figure, as recorded, was due to an incomplete photocopy of the correct description on Exhibit "A".

FURTHER AFFIANT SAYETH NOT..

CENTER ROAD NUMBER ONE, INC.

By:

David S. McNabb
David S. McNabb, President

Sworn to and subscribed before me this 26th day of August, 1985.

Thomas A. Dozier
Notary Public

My Commission expires:
September 20, 1985.

ML-32

O.R. 1801 PG 0355

*See Madred Road
3859 Bc. "Village Road"
Sarasota, Fla. 33582*

O.R. 1754 PG 1042

O.R. 1801 PG 0356

A parcel of land situate in Sec. 14, Twp. 39 S, Rge. 19 E, Sarasota County, Florida, being more particularly described as follows:

Commence at a found concrete monument at the S.W. corner of said Sec. 14; thence S89°59'59"E along the South line Sec. 14, 1364.21'; thence N0°00'01"E leaving said South line of Sec. 14, 70.00' to the proposed North R/W line of Center Road, this point being the beginning of a curve concave to the S.W. having a radius of 426.34'; thence NW'ly along the arc of said curve through a central angle of 42°05'49", 313.25' to the P.R.C. of a curve concave to the N.E. and having a radius of 437.73'; thence NW'ly along the arc of said curve through a central angle of 35°08'11", 268.43' for a P.O.B.; thence N89°59'59"W, 16.61'; thence N0°34'32"W, 750.00'; thence S89°59'59"E, 1080.00'; thence S14°01'44"E, 422.57'; thence S89°59'59"E, 280.00'; thence S0°22'33"E, 340.00'; thence N89°59'59"W, 1440.52' to the P.O.B.

Lying and being in Sec. 14, Twp. 39S., Rge. 19E, Sarasota County, Florida.

Containing 22.005 acres more or less.

and

Commence at a found concrete monument at the S.W. corner of said Section 14; thence S 89°59'59" E along South line of said Section 14, 2505.26'; thence N 0°22'33"W, 893.01' to the N.E. corner of Chestnut Creek, Unit 1, (a proposed subdivision) and the P.O.B.; thence W'ly along the N'ly boundary of said Chestnut Creek, Unit 1 through the following (3) courses; N89°59'59"W, 280.00'; N14°01'43"W, 422.57'; N89°59'59"W, 1080.00' to the end of said courses; thence N0°34'32"W 389.93' to the beginning of a curve concave SE'ly and having a radius of 955.00'; thence NE'ly along the arc of said curve through a central angle of 21°22'16", an arc distance of 356.21' to the end of said curve; thence N20°47'45"E, 231.31'; thence S64°17'15"E, 111.05'; thence S50°01'39"E, 1587.05'; thence S0°22'33"E, 305.81' to the P.O.B.

Containing 19.13 acres of land, more or less.

and

Commence at a found aluminium disc in conc. at the S.W. corner of said Section 14; thence N 0°34'32"W along the West line of the S.W. ¼ of said Section 14, 2625.18' for a P.O.B.; thence continue N 0°34'32"W along said West line 27.44' to a found concrete monument at the W ¼ corner of said Section 14; thence N 0°33'30"W along the West line of the N.W. ¼ of said Section 14, 245.56'; thence N 89°32'45"E., 224.93'; thence N.E.'ly along a curve to the left having a radius of 209.95', thru a central angle of 69°42'58", for an arc distance of 253.79'; thence N.E.'ly along a curve to the right having a radius of 648.54', thru a central angle of 41°23'24", for an arc distance of 468.50'; thence N 61°40'26"E, 267.00'; thence N89°26'30"E, 220.00'; thence S 60°54'00"E, 408.27'; thence S14°18'18"W, 332.23'; thence N.W.'ly along a curve to the right having a radius of 240.00', thru a central angle of 11°57'36", for an arc distance of 50.10'; thence S 14°18'18"W, 679.57'; thence S.W. along a curve to the right having a radius of 817.46', thru a central angle of 6°29'27", for an arc distance of 92.61'; thence S20°47'45"W, 144.05'; thence N69°12'15"W, 152.23'; thence N.W.'ly along a curve to right having a radius of 1050.00' thru a central angle of 31°12'15", for an arc distance of 571.85'; thence N.W.'ly along a curve to the right having a radius of 1260.00', thru a central angle of 10°17'30", for an arc distance of 226.33'; thence S62°17'30"W, 160.88'; thence S89°32'45"W, 290.59' to the P.O.B.

Containing 26.356 acres of land, more or less.

073698

SUPPLEMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

WHEREAS, at the time of filing and recording the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, recorded in Official Records Book 1754 at Pages 1015 through 1045, inclusive of the Public Records of Sarasota County, Florida, hereafter referred to as the Declaration, it was contemplated that additional lands would be added to the lands subject to the Declaration.

WHEREAS, Section 1.2 of the Declaration provides for the addition of land subject to the Declaration by recording of a document in the public records of Sarasota County, Florida.

WHEREAS, McNabb Homes, Inc., Developer of Chestnut Creek is the owner of property legally described in the Exhibit attached hereto and intends to add said lands to the lands subject to the Declaration.

NOW, THEREFORE, Developer, McNabb Homes, Inc., a Florida Corporation, hereby declares that the property described in the Exhibit attached hereto is and shall be held, conveyed, encumbered, leased, used, occupied and improved subject to the limitations, restrictions, conditions, covenants and easements in the Declaration of Maintenance and Land Use Provisions for Chestnut Creek recorded in O.R. Book 1754, Pages 1015 through 1045 inclusive, all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the property or any part of it.

IN WITNESS WHEREOF, this Supplement is executed this 31 day of

August, 1989.

WITNESSES

[Signature]

McNABB HOMES, INC.

By [Signature]
David McNabb, President

(Corporate Seal)

34

002153
OR BOOK

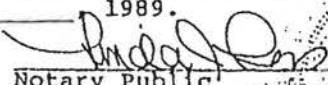
001760
PAGE

ME-34

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 David McNabb, well known to me to be the President of McNabb Homes, 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.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of August 1989.


Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 24, 1991
WITNESS MY HAND AND NOTARY PUBLIC UNDERWRITING

This Instrument Prepared By:
Edwin M. Boyer, Esq.
Boyer & Boyer, P.A.
1800 Second St., Suite 765
Sarasota, Florida 34236

002153
OR BOOK

001761
PAGE

DESCRIPTION:

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

BEGIN AT THE NORTHWEST CORNER OF THE MANORS OF CHESTNUT CREEK, UNIT NO. I, AS RECORDED IN PLAT BOOK 32 AT PAGE 44 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF THE CHESTNUT CREEK, UNIT NO. IV AS RECORDED IN PLAT BOOK 32 AT PAGE 22 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THE FOLLOWING SIX (6) CALLS; ALONG THE CURVATURE OF A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES SOUTH 05° 32' 20" EAST, 400.00'; NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 150.09' THROUGH A CENTRAL ANGLE OF 22° 25' 25"; NORTH 25° 58' 05" EAST, 95.00' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00' FOR AN ARC DISTANCE OF 126.28' THROUGH A CENTRAL ANGLE OF 72° 21' 05"; TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 150.00' FOR AN ARC DISTANCE OF 200.02' THROUGH A CENTRAL ANGLE OF 71° 17' 04"; TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 150.00' FOR AN ARC DISTANCE OF 75.05' THROUGH A CENTRAL ANGLE OF 25° 45' 01"; NORTH 00° 07' 04" EAST, 170.00' TO THE NORTH LINE OF A 170' WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN O.R. BOOK 1003 AT PAGE 707 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; SAID LINE ALSO BEING THE NORTH LINE OF SAID SECTION 14; 170.00'; THENCE SOUTH 09° 52' 56" EAST, ALONG SAID NORTH LINE 1033.88'; THENCE SOUTH 11° 47' 18" WEST, 655.10' TO THE NORTHERLY LINE OF SAID THE MANORS OF CHESTNUT CREEK, UNIT NO. I; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THIRTEEN (13) CALLS; NORTH 06° 41' 09" WEST, 244.93'; SOUTH 60° 22' 52" WEST, 40.98'; SOUTH 24° 20' 41" WEST, 89.17'; NORTH 64° 31' 44" WEST, 114.66' TO A POINT ON A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES NORTH 68° 24' 53" WEST, 555.00'; SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 74.71' THROUGH A CENTRAL ANGLE OF 07° 42' 40"; TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 125.00' FOR AN ARC DISTANCE OF 18.20' THROUGH A CENTRAL ANGLE OF 00° 23' 08"; NORTH 67° 05' 01" WEST, 50.00' TO A POINT ON A CURVE TO THE LEFT WHOSE RADIUS POINT LIES SOUTH 07° 06' 01" EAST, 175.00'; SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 43.74' THROUGH A CENTRAL ANGLE OF 14° 19' 13"; NORTH 01° 00' 14" WEST, 121.12'; SOUTH 19° 02' 13" WEST, 29.51'; NORTH 00° 25' 08" WEST, 170.89' TO A POINT ON A CURVE TO THE LEFT WHOSE RADIUS POINT LIES SOUTH 79° 01' 38" EAST, 280.00'; SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 31.82' THROUGH A CENTRAL ANGLE OF 08° 30' 41"; NORTH 05° 32' 20" WEST, 120.00' TO THE P.O.B..

CONTAINING 10.030 ACRES MORE OR LESS.

002153
DR BOOK

001762
PAGE

JOINDER

American Pioneer Savings Bank, as mortgagee pursuant to a mortgage recorded in Official Record Book 2108, Page 2546 of the Public Records of Sarasota County, Florida joins in the foregoing instrument.

002153
OR BOOK

Dated: 9/22/89

ATTEST:

AMERICAN PIONEER SAVINGS BANK

Tracy Tooker
Tracy Tooker
Executive Secretary

BY Barbara Hawley
Barbara Hawley
Assistant Vice President

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STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22nd day of Sept., 1989 by Barbara Hawley, Assistant Vice President of American Pioneer Savings Bank on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 24, 1991,
BONDED THRU NOTARY PUBLIC UNDERWRITERS

RECORDED IN OFFICIAL
RECORDS
RECEIVED
SEP 22 2 50 PM '89
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

986879

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

002098
OR BOOK

This amendment is made this 31 day of August, 1987, by
McNabb Homes, Inc., a Florida Corporation.

WHEREAS, Center Road Number One, Inc., as Developer caused
that certain Declaration of Maintenance and Land Use Provisions
for Chestnut Creek to be recorded in Official Records Book 1754
commencing at Page 1015 of the Public Records of Sarasota County,
Florida together with amendment thereto recorded in Official Records
Book 1819 at Page 2719 and amendment thereto recorded in Official
Records Book 1868, Page 2543, of the Public Records of Sarasota
County, Florida, and

000338
PAGE

WHEREAS, Center Road Number One, Inc. has conveyed all property
subject to said Declaration to McNabb Homes, Inc. and assigned all
of its rights, powers and privileges as Developer granted to it in
said Declaration to McNabb Homes, Inc. by Assignment executed
simultaneously with this Amendment and,

WHEREAS, McNabb Homes, Inc. is the owner and Developer of all
property subject to the provisions of the Declaration of Maintenance
and Land Use Provisions for Chestnut Creek, and

WHEREAS, Article VI, Section 6.3 of the Declaration provides
for the amendment of the Declaration by the developer so long as
the developer owns one lot or more in the subdivision, and

WHEREAS, the Developer still owns lots lying and being in
Chestnut Creek Subdivision, and

WHEREAS, the Developer wishes to amend the Declaration of
Maintenance and Land Use Provisions for Chestnut Creek to change
the name of the developer and all references to the developer
contained in said Declaration and Amendments thereto from Center
Road Number One, Inc., to McNabb Homes, Inc.

NOW, THEREFORE, McNabb Homes, Inc., as Developer hereby amends
the Declaration of Maintenance and Land Use Provisions for Chestnut

Pick up - Bo -

Creek recorded in Official Records Book 1754 at Pages 1015 through 1045, inclusive of the Public Records of Sarasota County, Florida to change the name of the developer from Center Road Number One, Inc. to McNabb Homes, Inc., and all references to Center Road Number One, Inc. and to Developer in said Declaration and Amendments shall hereafter mean and refer to McNabb Homes, Inc.

002098
OR BOOK

IN WITNESS WHEREOF, this Amendment is executed this 31 day of August, 1987.

WITNESSES:

Robert J. Medved
James E. Van Horn

McNABB HOMES, INC.

By David McNabb
David McNabb, President

(Corporate Seal)

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PAGE

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 David McNabb, well known to me to be the President of McNabb Homes, 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.

WITNESS my hand and official seal in the County and State aforesaid this 31 day of August, 1987.

Camille K. Brown
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large

My Commission Expires May 14, 1991

This Instrument Prepared By:
Edwin M. Boyer, Esq.
Boyer & Boyer, P.A.
2055 Wood St., Suite 220
Sarasota, Florida 33577

RECORDED IN OFFICIAL
RECORDS
FEB 10 2 35 PM '88
AARON E. BUSHING
CLERK OF DISTRICT COURT
SARASOTA COUNTY, FLA.

557017

FIRST
AMENDMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

O.R. 1819 PG 2719

WHEREAS, THE Developer, Center Road Number One, Inc. is the owner of property subject to the provisions of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, recorded in Official Records Book 1754 at Pages 1015 through 1045, inclusive of the Public Records of Sarasota County, Florida, hereafter referred to as the Declaration, and to the provisions of the First Supplemental Land Use Provisions for the Villas of Chestnut Creek recorded in Official Records Book 1770 at Pages 2054 through 2072, inclusive of the Public Records of Sarasota County, Florida, hereafter referred to as the First Supplement; and

WHEREAS, Article VI, Section 6.3 of the Declaration provides for the amendment of the Declaration by the Developer; and

WHEREAS, the Developer wishes to amend Article V of the Declaration to add Section 5.1 (h) Fences; and

WHEREAS, the Developer wishes to amend Article VI, Section 6.2 (e) (vi) of the First Supplement,

1. NOW, THEREFORE, Article V, of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to add the following Section 5.1 (h).

5.1(h) Fences.

No walls, fences or other verticle construction or dividing instrumentality shall be constructed or maintained on any lot. A four-foot high uncolored, galvanized, chain link fence 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 verticle plane established by the rear wall of the main residence. In no instance shall any colored inserts be permitted in chain link fencing. A landscaped hedge may be planted and maintained forward of the verticle plane established by the rear wall of the main residence but only along the side lot line and immediately adjacent to the residence.

2. NOW, THEREFORE, Article VI, Section 6.2 (e) (vi) of the First Supplemental Land Use Provision of the Villas of Chestnut Creek is hereby amended to read as follows:

O.R. 1819 PG 2720

Section 6.2 (e) (vi)

Notwithstanding the provisions of Article V, Section 5.1 (h) of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, any fence, wall, or other verticle construction or instrumentality except that with the consent of the Owners of both Lots underlying a single Dwelling Structure, a privacy wall or fence may be constructed to the rear of said Dwelling Structure along the common Lot boundary line to a maximum height of 6 feet and for a maximum length of 16 feet or to the rear lot line, whichever distance is less, with the starting point for the measurement of length being the rear exterior wall of such Dwelling Structure. Such wall or fence shall be constructed in accordance with specifications approved by and available from the Association.

IN WITNESS WHEREOF, this Amendment is executed this 11th day of November, 1985.

WITNESSES:

[Signature]
Shirley K. Webb

CENTER ROAD NUMBER ONE, INC.

By [Signature]
David McNabb, President

(Corporate Seal)

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 David McNabb, well known to me to be the President of Center Road Number One, 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.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of Nov., 1985.

Beverly J. Helmuth
Notary Public

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires July 08, 1989
Bonded by Iowa National, Ins. Co.

This Instrument Prepared By:
Edwin M. Boyer, Esq.
Boyer & Boyer, P.A.
2055 Wood St., Suite 220
Sarasota, Florida 33577

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ML-41

JOINDER

First Federal Savings and Loan Association of Largo, as mortgagee pursuant to a mortgage recorded in Official Record Book 1603, Page 1264, of the Public Records of Sarasota County, Florida joins in the foregoing instrument.

Dated: November 15, 1985

WITNESSES:

FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF LARGO

By Earl H. Young
Earl H. Young
Senior Vice President

Theresa E. Rosenbrock
Martin Q. Kocou

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15th day of November, 1985 by EARL H. YOUNG, SENIOR VICE PRESIDENT of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LARGO, on behalf of the corporation.

Theresa E. Rosenbrock
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires July 13, 1988
Bonded thru Lloyd's Insurance, Inc.

Nov 21 10 05 AM '85
FILED AND RECORDED
R.H. HOGAN
SARASOTA COUNTY FL

O.R. 19 PG 2721

SECOND
AMENDMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

368 PG 2543
O.R. 1868

WHEREAS, THE Developer, Center Road Number One, Inc., is the owner of property subject to the provisions of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, recorded in Official Records Book 1754 at Pages 1015 through 1045, inclusive of the Public Records of Sarasota County, Florida, hereafter referred to as the Declaration.

WHEREAS, Article VI, Section 6.3 of the Declaration provides for the amendment of the Declaration by the Developer;

WHEREAS, the Developer wishes to amend Article II, Section 2.1 to designate additional common areas as open space pursuant to the requirements of the Sarasota County Zoning Code; and

NOW, THEREFORE, Article II, Section 2.1 of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to include as additional common areas dedicated as open space pursuant to the requirements of the Sarasota County Zoning Commission that area designated as Tracts B, C, D, and E of the Plat of Estates of Chestnut Creek II.

IN WITNESS WHEREOF, this Amendment is executed this 9 day of JUNE, 1986.

WITNESSES:

Robert J. McKee
Adrian A. Marnier

CENTER ROAD NUMBER ONE, INC.

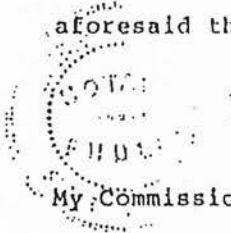
By *David McNabb*
David McNabb, President

(Corporate Seal)

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 David McNabb, well known to me to be the President of Center Road Number One, 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.

WITNESS my hand and official seal in the County and State last
aforesaid this 9th day of June, 1986.


Richard F. On
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 24, 1987.

✓ This Instrument Prepared By:
Edwin M. Boyer, Esq.
Boyer & Boyer, P.A.
2055 Wood St., Suite 220
Sarasota, Florida 33577

JOINDER

First Federal Savings and Loan Association of Largo, as mortgagee pursuant to a mortgage recorded in Official Record Book 1663, Page 1264*, of the Public Records of Sarasota County, Florida joins in the foregoing instrument.

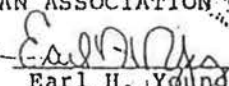
* and amended by Future Advance and Modification Agreement dated July 31, 1985, recorded in Official Records Book 1800; Page 1618,

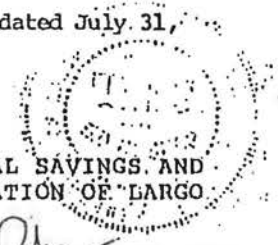
Dated: June 20, 1986

WITNESSES:



FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF LARGO

By 
Earl H. Young
Senior Vice President



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20th day of June, 1986 by EARL H. YOUNG, SENIOR VICE PRESIDENT of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LARGO, on behalf of the corporation.


Notary Public



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 21, 1987
BONDED THRU GEN. INSURANCE UND.

FILED AND RECORDED
R.H. HACKNEY, CLERK
SARASOTA CO. FLA

JUL 8 11 55 AM '86

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ML-45

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THIS AMENDMENT TO THE DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS FOR CHESTNUT CREEK IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR IN THE RECORDING INFORMATION FOR THE FIRST SUPPLEMENTAL LAND USE PROVISIONS FOR THE VILLAS OF CHESTNUT CREEK.

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

WHEREAS, THE Developer, Center Road Number One, Inc. is the owner of property subject to the provisions of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, recorded in Official Records Book 1754 at Pages 1015 through 1045, inclusive of the Public Records of Sarasota County, Florida, hereafter referred to as the Declaration, and to the provisions of the First Supplemental Land Use Provisions for the Villas of Chestnut Creek recorded in Official Records Book 1771 at Pages 2054 through 2072, inclusive of the Public Records of Sarasota County, Florida, hereafter referred to as the First Supplement; and

WHEREAS, Article VI, Section 6.3 of the Declaration provides for the amendment of the Declaration by the Developer; and

WHEREAS, the Developer wishes to amend Article V of the Declaration to add Section 5.1 (h) Fences; and

WHEREAS, the Developer wishes to amend Article VI, Section 6.2 (e)(vi) of the First Supplement,

1. NOW, THEREFORE, Article V, of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to add the following Section 5.1 (h).

5.1(h) Fences.

No walls, fences or other verticle construction or dividing instrumentality shall be constructed or maintained on any lot. A four-foot high uncolored, galvanized, chain link fence 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 verticle plane established by the rear wall of the main residence. In no instance shall any colored inserts be permitted in chain link fencing. A landscaped hedge may be planted and maintained forward of the verticle plane established by the rear wall of the main residence but only along the side lot line and immediately adjacent to the residence.

2, NOW, THEREFORE, Article VI, Section 6.2 (e)(vi) of the First Supplemental Land Use Provision of the Villas of Chestnut Creek

is hereby amended to read as follows:

O.R. 1847 PG 2711

ML-46

46

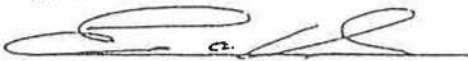
Section 6.2 (e) (vi)

Notwithstanding the provisions of Article V, Section 5.1 (h) of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, any fence, wall, or other verticle construction or instrumentality except that with the consent of the Owners of both Lots underlying a single Dwelling Structure, a privacy wall or fence may be constructed to the rear of said Dwelling Structure along the common Lot boundary line to a maximum height of 6 feet and for a maximum length of 16 feet or to the rear lot line, whichever distance is less, with the starting point for the measurement of length being the rear exterior wall of such Dwelling Structure. Such wall or fence shall be constructed in accordance with specifications approved by and available from the Association.

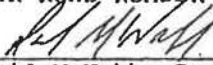
O.R. 1847 PG 2712

IN WITNESS WHEREOF, this Amendment is executed this 28 day of March, 1986.

WITNESSES:


Susan McKinnon

CENTER ROAD NUMBER ONE, INC.

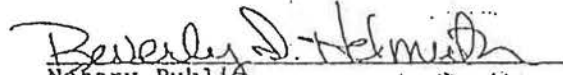
By 
David McNabb, President

(Corporate Seal)

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 David McNabb, well known to me to be the President of Center Road Number One, 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.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of March, 1986.


Notary Public

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires July 08, 1989
Borded By Iowa National Ins. Co.

✓ This Instrument Prepared By:
Edwin M. Boyer, Esq.
Boyer & Boyer, P.A.
2055 Wood St., Suite 220
Sarasota, Florida 33577

JOINDER

First Federal Savings and Loan Association of Largo, as mortgagee pursuant to a mortgage recorded in Official Record Book 1663, Page 1264, of the Public Records of Sarasota County, Florida joins in the foregoing instrument.

Dated: 3-31-86

WITNESSES:

Antonia V. D'Amico

FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF LARGO

By Earl H. Young
Earl H. Young
Senior Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31st day of March, 1986 by EARL H. YOUNG, SENIOR VICE PRESIDENT of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LARGO, on behalf of the corporation.

Mark E. Soler
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 28 1987
BONDED THRU GENERAL INSURANCE CO.

FILED AND RECORDED
R.H. HARRIS
SARASOTA CO. FLA.
APR 11 11 42 AM '86

O.R. 1847 PG 2713

ML-48

FOURTH AMENDMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

WHEREAS, THE Developer, Center Road Number One, Inc., is the owner of property subject to the provisions of the Declaration of Official Records Book 1754 at Pages 1015 through 1045, inclusive of Public Records of Sarasota County, Florida, hereafter referred to as the Declaration:

WHEREAS, Article VI, Section 6.3 of the Declaration provides for the amendment of the Declaration by the Developer;

WHEREAS, the Developer wishes to amend Article V, Section 5.4 (c)(3) of the Declaration;

1. NOW, THEREFORE, Article V, Section 5.4 (c)(3) of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to read as follows:

Section 5.4 (c)(3)

Such dwelling house shall have 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. Garages shall be of at least one car capacity. No carports shall be permitted. A two-story dwelling shall have a minimum of 700 square feet of ground floor heated and cooled living area as defined above.

IN WITNESS WHEREOF, this Amendment is executed this

5 day of NOVEMBER, 1986.

WITNESSES:

[Signature]
Sherry L. Kandel

CENTER ROAD NUMBER ONE, INC.

BY:

[Signature]
DAVID S. MCNABB, PRESIDENT

(CORPORATE SEAL)

This instrument prepared by:
Center Road Number One, Inc.
3859 Bee Ridge Road
Sarasota, Florida 33583



O.R. 1899 PG 0941

49

ML-49

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 David S. McNabb, well known to me to be the President of Center Road Number One, 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.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of November 1986.

O.R. 1899 PG 0942

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 2, 1989
DONALD THOMAS GENERAL INS. UND.

Patricia Ann Mainin
Notary Public

NOV 10 9 49 AM '86
FILED & RECORDED
R.H. HOGAN JR. CLERK
SARASOTA CO. FLA.

✓ This instrument prepared by:
Center Road Number One, Inc.
3859 Bee Ridge Road
Sarasota, Florida 33583

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ML-50

FIFTH AMENDMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

WHEREAS, The Developer, McNabb Homes, Inc., is the owner of property subject to the provisions of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, recorded in Official Records Book 1754 at Pages 1015 through 1045, inclusive of the Public Records of Sarasota County, Florida, hereafter referred to as the Declaration.

WHEREAS, Article VI, Section 6.3 of the Declaration provides for the amendment of the Declaration by the Developer;

WHEREAS, The Developer wishes to amend Article V, Section 5.4 to withdraw Lots 103 through 139 from the provisions of Section 5.4 making the provisions of Section 5.4 applicable only to Lots 71 through 102 and 140 through 148.

WHEREAS, The Developer wishes to amend Article V to add Section 5.5 to provide specific land use provisions for Lots 103 through 139 that were previously included in Article V Section 5.4.

NOW, THEREFORE, Article V, Section 5.4 of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to read as follows:

Section 5.4 Lots 71-102 and Lots 140-148. In addition to the Land Use Provisions provided for above, the following specific Land Use Provisions shall apply to Lots 71-102 and 140-148 in Chestnut Creek.

NOW, THEREFORE, Article V of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to add Section 5.5 to read as follows:

Section 5.5 Lots 103-139. In addition to the Land Use Provisions provided for above, the following specific Land Use Provisions shall apply to Lots 103-139 in Chestnut Creek.

(a) Setback Requirements. For purposes of this paragraph, 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 lot or parcel shall be considered a part of the "Dwelling." No part of any dwelling shall be located nearer than twenty (20) feet from any point on the front lot line of any lot, or nearer than ten (10) feet from any point on the rear lot line of any lot, or nearer than six (6) feet from any point on the side lot line of any lot but not less than fifteen (15) feet between houses. In the event the rear lot line of a lot borders on 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 lot line or any point on said body of water, whichever is closer to the dwelling. The Developer, at its discretion, has the right to grant a variance to any setback requirements set forth in this paragraph.

(b) Architectural Plans. Prior to construction of any dwelling unit by any Homebuilder/Contractor a copy of the floor plans, exterior color schemes and elevations for the dwelling must be submitted for the review and approval by the Developer. A review fee of \$100 must be included at the time of submittal to the Developer to offset costs of reviewing said plans.

✓ McNabb: Will pick up

O.R. 1968 PG 1521

(c) Type of Dwelling. All dwellings constructed, altered, permitted to remain or to be occupied on any lot or parcel shall conform to the following requirements in addition to all of the provisions of these covenants and restrictions to wit:

(1) All roofs of dwellings shall be of wood shake shingles, glazed tile, cement, slate Bermuda style cement, asphalt or fiberglass shingles of 240 lbs. or heavier unless otherwise approved by the Developer in writing. No aluminum roofs shall be permitted.

(2) Any structures such as garages, porches, service or utility rooms, guest rooms, servants 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.

(3) 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. Garages shall be of at least two-car capacity. No carports shall be permitted. A two-story dwelling shall have a minimum of 750 square feet of ground floor heated and cooled living area as defined above.

(d) Timing of Construction of the Dwelling. Building construction of the dwelling must commence within twelve (12) months after the date of purchase by the lot owner/builder from the Developer except that the Developer may grant extensions for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction 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.

(e) Completion of Structures. All structures and improvements approved by the Developer must be substantially completed in accordance with the approved plans and specifications within nine (9) months after the commencement of construction, except that the Developer may grant extensions for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction 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.

(f) Walls, Hedges and Fences. No fences, walls, hedges or other enclosures or dividers acting as the same shall be constructed, permitted or maintained unless architecturally part of the dwelling structure and within the setback line established by Paragraph (a) above unless a written variance is granted by the Developer only after the Developer has received by Certified Mail a written request for said variance.

(g) Awnings, Shutters and Canopys. Awnings, canopies and shutters, including hurricane storm shutters, shall not be permitted or fixed to the exterior of the dwelling without prior written approval of the Developer.

(h) Parking and Storage. Notwithstanding the provisions of Section 5.1(f) of this Declaration,

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of other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking unless same are parked within an enclosed garage. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to owners, or used by Owners for loading and unloading purposes only. The provision of this Section shall apply to trucks, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, Owners having a van or pickup truck for personal transportation purposes only, and not for commercial use, may park it on the driveway of their lot, but no lot may have more than one such vehicle regularly parked in the driveway.

(i) Outdoor Clothes Drying. No outdoor clothes drying facilities or apparatus shall be permitted.

(j) Pools. No above-ground 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 after Architectural Review. Likewise, the Developer may approve pools incorporated into improvements so approved even though such pool may be above grade. All pool enclosures shall be constructed to comply with applicable rules, regulations and standards of all governments having jurisdiction. The term "enclosed" shall mean the pool and surrounding patio area perimeter shall be bounded on all sides by parts of the approved dwelling, screened cages, or combinations thereof. Such enclosure may have reasonable gates and doors which may be closed to make the enclosure continuous. All such pools, screening and caging shall be subject to Architectural Review.

(k) Landscaping Plans. A landscape plan shall be submitted for approval by the Developer prior to issuance of a certificate of occupancy. A minimum of \$500 front and side landscaping packages must be planted at the time of construction of the dwelling unit. In addition, on lots 113-130 a minimum of \$500 rear yard landscaping packages must be planted at the time of construction of the dwelling unit. Grass sod shall not be included as part of this package to meet the minimum cost required. Approved landscaping shall be completed not later than thirty (30) days after completion of the dwelling.

(l) Yards and Lawns. That portion of each lot, including the unpaved portion of a street right of way adjoining such lot, that is not covered by dwellings, patios, and walkways, shall be sodded with natural grass at the time of the original construction of improvements. Sodded shall be defined as fully matured grass and not plugs or seed. 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. Provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes of an otherwise sodded yard. All driveways, walks and parking areas shall be approved, and driveways and sidewalks shall be constructed of concrete, drives to their intersection with a paved street to be constructed at the time of original construction of improvements and prior to issuance of a certificate of occupancy. Driveway and walkway design, location, materials and coloring shall be subject to Developer or Developer approval after Architectural Review. Approved

landscaping shall be completed not later than thirty (30) days after completion of the dwelling.

(m) Solar Collector Guidelines. Any solar collector unit must first be approved in writing by the Developer only after submission of a written request from the lot owner/builder to the Developer. The potentially most acceptable installation architecturally is one that is installed at the same pitch of the roof and is not to face the front of the residence or be visible from any adjacent street. These solar collectors must match the roof color as closely as possible.

(n) Right of Developer to Grant Variances. The absolute right and discretion is hereby reserved to Developer to grant variances from the obligations of Section 5.5 above in cases where not to grant such variance would create hardship in the opinion of Developer or where such variances would be in keeping with the spirit and intent of this instrument or would be such as to not adversely affect any neighboring owners or the Homesites or Chestnut Creek as a whole. Such variances, if granted, shall be granted upon written application of the Owner setting forth in detail the variance required and reason for it. Any such variance, if granted, shall be granted by Developer in writing and shall be strictly complied 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.

IN WITNESS WHEREOF, this Amendment is executed this 14th day of August, 1987.

WITNESSES;

MCNABB HOMES, INC.

Camille K Brown
[Signature]

By [Signature]
David S. McNabb, President

Corporate Seal

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 David S. McNabb, well known to me to be the President of McNabb Homes, Inc., 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.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of August, 1987.

Camille K Brown
Notary Public


My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 14, 1991

THIS INSTRUMENT PREPARED BY:
MCNABB HOMES, INC.
3859 BEE RIDGE ROAD
SARASOTA, FLORIDA 33583

FILED AND RECORDED
R.M. JACKSON JR. CLERK
SARASOTA CO. FLA.

AUG 14 11 10 AM '87

25.82 Rec
Trust

789760

O.R. 1968 Pg 1525

SIXTH AMENDMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

WHEREAS, The Developer, McNabb Homes, Inc., is the owner of property subject to the provisions of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, recorded in Official Records Book 1754 at Pages 1015 through 1045, inclusive of the Public Records of Sarasota County, Florida, hereafter referred to as the Declaration.

WHEREAS, Article VI, Section 6.3 of the Declaration provides for the amendment of the Declaration by the Developer;

WHEREAS, The Developer wishes to amend Article II, Section 2.1 to designate additional common areas as open space pursuant to the requirements of the Sarasota County Zoning Codes; and

WHEREAS, The Developer wishes to amend Article V, Section 5.1 to designate additional lots in Chestnut Creek as being subject to the specific Land Use Provisions provided in Article V, Section 5.1; and

WHEREAS, The Developer wishes to amend Article V to add Sections 5.6 to provide for specific land use provisions for Lots 267 through 311.

NOW, THEREFORE, Article II, Section 2.1 of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to include as additional common areas dedicated as open space pursuant to the requirements of the Sarasota County Zoning Ordinance that area designated at Tracts F, G, H, and I of the Plat of The Estates of Chestnut Creek, No. III.

NOW, THEREFORE, Article V, Section 5.1 of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to include as additional lots subject to the provisions of Article V, Section 5.1 Lots 267 through 311 in Chestnut Creek.

NOW, THEREFORE, Article V of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to add Section 5.6 to read as follows:

Section 5.6 Lots 267 through 311. In addition to the Land Use Provisions provided for above, the following specific Land Use Provisions shall apply to Lots 267-311 in Chestnut Creek.

(a) Setback Requirements. For purposes of this paragraph, 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 lot or parcel shall be considered a part of the "Dwelling." No part of any dwelling shall be located nearer than twenty (20) feet from any point on the front lot line of any lot, or nearer than ten (10) feet from any point on the rear lot line of any lot, or nearer than six (6) feet from any point on the side lot line of any lot.

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less than fifteen (15) feet between houses. In the event the rear lot line of a lot borders on 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 lot line or any point on said body of water, whichever is closer to the dwelling. The Developer, at its discretion, has the right to grant a variance to any setback requirements set forth in this paragraph.

(b) Architectural Plans. Prior to construction of any dwelling unit by any Homebuilder/Contractor a copy of the floor plans, exterior color schemes and elevations for the dwelling must be submitted for approval by the Developer. A review fee of \$100 must be included at the time of submittal to the Developer to offset costs of reviewing said plans.

(c) Type of Dwelling. All dwellings constructed, altered, permitted to remain or to be occupied on any lot or parcel shall conform to the following requirements in addition to all of the provisions of these covenants and restrictions to wit:

(1) All roofs of dwellings shall be of glazed or cement tile, cedar or wood shakes, unless otherwise approved by the Developer in writing. No aluminum roofs shall be permitted.

(2) Any structures such as garages, porches, service or utility rooms, guest rooms, servants 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.

(3) Such dwelling 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 (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) Garages shall be of at least two (2) car capacity and a minimum of 20' x 20' with provisions for automatic door openers. The minimum driveway width should be 16' except that the Developer may grant variances if the proposed driveway is compatible with the character and nature of the subdivision. The use of asphalt for driveways is prohibited.

(d) Timing of Construction of the Dwelling. Building construction of the dwelling must commence within twelve (12) months after the date of purchase by the lot owner/builder from the Developer except that the Developer may grant variances for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction 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.

(e) Completion of Structures. All structures and improvements approved by the Developer must be substantially completed in accordance with the approved plans and specifications within nine (9) months after the commencement of construction, except that the Developer may grant extensions for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction 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.

(f) Walls, Hedges and Fences. No fences, walls, hedges or other enclosures or dividers acting as the same shall be constructed, permitted, or maintained unless architecturally part of the dwelling structure and within the setback line established by Paragraph (a) above unless a written variance is granted by the Developer only after the Developer has received by Certified Mail a written request for said variance.

(g) Unsightly Objects. All unsightly objects including but not limited to side pads, air conditioning equipment, pool equipment, garbage cans, irrigation equipment and compressors shall be constructed or stored in such a fashion as to not be visible from adjacent properties or streets. The restrictions of Paragraph (f) notwithstanding, such unsightly objects shall be fenced, walled, hedged or otherwise enclosed unless a written approval is granted by the Developer.

(h) Awnings, Shutters and Canopies. Awnings, canopies and shutters, including hurricane storm shutters, shall not be permitted or fixed to the exterior of the dwelling without prior written approval of the Developer.

(i) Parking and Storage. Notwithstanding the provisions of Section 5.1(f) of this Declaration, no trucks, commercial vans, tractors, service vehicles of other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking unless same are parked within an enclosed garage. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to owners, or used by Owners for loading and unloading purposes only. The provision of this Section shall apply to trucks, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, Owners having a van or pickup truck for personal transportation purposes only, and not for commercial use, may park it on the driveway of their lot, but no lot may have more than one such vehicle regularly parked in the driveway.

(j) Outdoor Clothes Drying. No outdoor clothes drying facilities or apparatus shall be permitted.

(k) Solar Collector Guidelines. Any solar collector unit must first be approved in writing by the Developer only after submission of a written request from the lot owner/builder to the Developer. The potentially most acceptable installation architecturally is one that is installed at the same pitch of the roof and is not to face the front of the residence or be visible from any adjacent street. These solar collectors must match the roof color as closely as possible.

(l) Landscaping Plans. A landscape plan shall be submitted for approval by the Developer prior to issuance of a certificate of occupancy. A minimum of \$1,000 front and side landscaping packages must be planted at the time of construction of the dwelling unit. Grass sod shall not be included as part of this package to meet the minimum cost required. Approved landscaping shall be completed not later than thirty (30) days after completion of the dwelling.

(m) Yards and Lawns. That portion of each lot, including the unpaved portion of a street right of way adjoining such lot, that is not covered by dwellings, patios, and walkways, shall be sodded with natural grass at the time of the original construction of improvements. Sodded shall be defined as fully matured grass and not plugs or seed. 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. Provided

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that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes of an otherwise sodded yard. All driveways, walks and parking areas shall be approved, and driveways and sidewalks shall be constructed of concrete, drives to their intersection with a paved street to be constructed at the time of original construction of improvements and prior to issuance of a certificate of occupancy. Driveway and walkway design, location, materials and coloring shall be subject to Developer or Developer approval after Architectural Review.

(n) Irrigation System. All pumps for irrigation purposes shall be covered or enclosed in such a fashion as to not be visible from the street or adjacent properties. Irrigation from lakes shall be permitted after written approval from the Developer. Irrigation lines shall be constructed in such a fashion as to not be visible from the adjacent properties, lake banks and streets. Irrigation system plans shall be submitted to the Developer for approval.

(o) Pools. No above-ground 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 after Architectural Review. Likewise, the Developer may approve pools incorporated into improvements so approved even though such pool may be above grade. All pool enclosures shall be constructed to comply with applicable rules, regulations and standards of all governments having jurisdiction. The term "enclosed" shall mean the pool and surrounding patio area perimeter shall be bounded on all sides by parts of the approved dwelling, screened cages, or combinations thereof; Such enclosure may have reasonable gates and doors which may be closed to make the enclosure continuous. All such pools, screening and caging shall be subject to Architectural Review.

(p) Standard Mailboxes. All mailboxes must be constructed to the specifications as outlined by the Developer. The intent of this restriction is to provide uniformity of mailbox designs throughout the subdivision.

(q) Right of Developer to Grant Variances. The absolute right and discretion is hereby reserved to Developer to grant variances from the obligations of Section 5.5 above in cases where not to grant such variance would create hardship in the opinion of Developer or where such variances would be in keeping with the spirit and intent of this instrument or would be such as to not adversely affect any neighboring owners or the Homesites or Chestnut Creek as a whole. Such variances, if granted, shall be granted upon written application of the Owner setting forth in detail the variance required and reason for it. Any such variance, if granted, shall be granted by Developer in writing and such variances must be executed with the formalities of a deed and recorded in the public records of Sarasota County, Florida, to become effective.

O.R. 1968 PG 1529

IN WITNESS WHEREOF, this Amendment is executed this 13th day of August, 1987.

WITNESSES;

MCNABB HOMES, INC.

Camille K Brown
Robert J. McNeil

By David S. McNabb
David S. McNabb, President

Corporate Seal

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 David S. McNabb, well known to me to be the President of McNabb Homes, 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.

WITNESS my hand and official seal in the County and State of last aforesaid this 13th day of August, 1987.

Camille K. Brown
Notary Public



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 14, 1991

THIS INSTRUMENT PREPARED BY:
MCNABB HOMES, INC.
3859 BEE RIDGE ROAD
SARASOTA, FLORIDA 33583

JOINDER

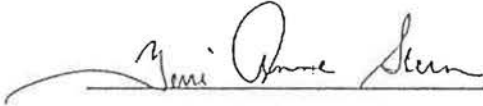
O.R. 1968 PG 1530

Sun Bank/Sarasota County, N.A., as mortgagee pursuant to a mortgage recorded in Official Record Book 1968, Page 198, of the Public Records of Sarasota County, Florida joins in the foregoing instrument.

Dated: 8-14-87

WITNESSES:

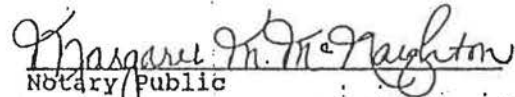
SUN BANK/SARASOTA
COUNTY, N.A.



By 

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14th day of AUGUST 1987 by WILLIAM W. TIMMENY of SUN BANK/SARASOTA COUNTY, N.A., on behalf of the corporation.


Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB 14, 1993
BONDED UNDER GENERAL INS. UND.



FILED AND RECORDED
R.H. HARKNEY JR. CLERK
SARASOTA CO. FLA.

AUG 14 11 19 AM '87

SUPPLEMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

WHEREAS, at the time of filing and recording of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, recorded in Official Records Book 1754 at pages 1015 through 1045, inclusive of the Public Records of Sarasota County, Florida, hereafter referred to as the Declaration, it was contemplated that additional lands would be added to the lands subject to the Declaration.

WHEREAS, Section 1.2 of Declaration provides for the addition of lands subject to the Declaration by recording of a document in the public records of Sarasota County, Florida.

WHEREAS, the Developer is the owner of property legally described in the exhibit attached hereto and intends to add said land to the lands subject to the Declaration.

NOW, THEREFORE, Center Road Number One, Inc, A Florida Corporation, hereby declares that the property described in the Exhibit attached hereto is and shall be held, conveyed, encumbered, leased, used, occupied and improved subject to the limitations, restrictions, conditions, covenants and easements in the Declaration of Maintenance and Land Use Provisions for Chestnut Creek recorded in O.R. Book 1754, Pages 1015 through 1045 inclusive, all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the property or any part of it.

IN WITNESS THEREOF, this Amendment is executed this

17 day of July, 1987.

WITNESSES:

Robert J. Medina
Camille K Brown

CENTER ROAD NUMBER ONE, INC.

David McNabb President

(Corporate Seal)

ML-62

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officers duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David McNabb, well known to me to be the President of McNabb Homes, 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.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of July, 1987

Camille K. Brown
Notary Public



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 14, 1991

This instrument prepared by:

CENTER ROAD NUMBER ONE, INC.
3859 BEE RIDGE ROAD
SARASOTA, FLORIDA 33583

10/17

ML-63

JOINDER

O.R. 1968 Pg. 1533

Sun Bank/Sarasota County, N.A., as mortgagee pursuant to a mortgage recorded in Official Record Book 1968, Page 198, of the Public Records of Sarasota County, Florida joins in the foregoing instrument.

Dated: 8-14-87

WITNESSES:

SUN BANK/SARASOTA
COUNTY, N.A.

Mini Anne Skun

By [Signature]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14TH day of AUGUST, 1987 by William W. Timmerney of SUN BANK/SARASOTA COUNTY, N.A., on behalf of the corporation.

Margaret D. McNaughton
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB 14, 1988
BONDED THRU GENERAL INS. UND.



ML-64

EXHIBIT

THE ESTATES OF CHESTNUT CREEK, NO. III

DESCRIPTION

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

BEGIN AT THE NW'LY CORNER OF THE LAKES OF CHESTNUT CREEK, UNIT NO. I, AS RECORDED IN PLAT BOOK 30, AT PAGES 32 THROUGH 32D PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 00 DEGREES 33'31" W ALONG THE WEST LINE OF THE N.W. 1/4 OF SEC. 14 A DISTANCE OF 1017.13'; THENCE N 76 DEGREES 48'07" E, 507.72' TO A POINT ON A CURVE TO THE N.W. WHOSE RADIUS POINT IS LOCATED S 63 DEGREES 52'55" W, 25.00'; THENCE NW'LY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29 DEGREES 31'46" A DISTANCE OF 12.89'; THENCE N 08 DEGREES 46'07" E, 55.23' TO A POINT ON A CURVE TO THE N.E. WHOSE RADIUS POINT LIES N 33 DEGREES 26'53" E, 25.00'; THENCE NE'LY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98 DEGREES 49'18" A DISTANCE OF 43.12'; THENCE S 43 DEGREES 57'21" E, 54.02' TO A POINT ON A CURVE TO THE S.W. WHOSE RADIUS POINT LIES S 67 DEGREES 02'54" E, 25.00'; THENCE SW'LY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43 DEGREES 15'50", A DISTANCE OF 18.88'; THENCE N 76 DEGREES 41'55" E, 163.27' TO A POINT ON A CURVE TO THE S.E.; THENCE SE'LY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 55.70', THROUGH A CENTRAL ANGLE OF 45 DEGREES 39'59" A DISTANCE OF 44.40'; THENCE S 58 DEGREES 58'04" E 192.10; THENCE S 52 DEGREES 42'38" E, 413.91; THENCE S 37 DEGREES 21'49" E, 488.09' TO THE N.E. CORNER OF SAID THE LAKES OF CHESTNUT CREEK, UNIT NO. I; THENCE ALONG THE NORTHERLY LINE OF SAID THE LAKES OF CHESTNUT CREEK, UNIT NO. I THE FOLLOWING SIX CALLS: N 60 DEGREES 53'59" W, 408.27'; S 89 DEGREES 26'30" W, 220.00'; S 61 DEGREES 40'26" W, 267.00'; SW'LY ALONG THE ARC OF A CURVE TO THE S.W., WHOSE RADIUS IS 648.55', THROUGH A CENTRAL ANGLE OF 41 DEGREES 23'24", 468.50' TO THE P.R.C. OF A CURVE TO THE S.W. SW'LY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 209.95', THROUGH A CENTRAL ANGLE OF 69 DEGREES 15'43", 253.79'; S 89 DEGREES 32'45" W, 224.95' TO THE P.O.B.

CONTAINING 21.487 ACRES MORE OR LESS.

O.R. 1968 PG 1534

FILED AND RECORDED
JULY 11 1968
SARASOTA COUNTY, FLA.

AUG 11 1968

ML-65

90006977

AMENDMENT TO SEVENTH AMENDMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

WHEREAS, on December 28, 1989, McNabb Homes, Inc, caused to be recorded in the Public Records of Sarasota County, Florida a Seventh Amendment to the Declaration of Maintenance and Land Use Provisions for Chestnut Creek recorded in Official Records Book 1998, Page 1352, and

WHEREAS, the provision amending Article II, Section 2.1 of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek erroneously described the additional common areas dedicated to open space as Tracts J, K, L and M of the Plat of The Estates of Chestnut Creek, No. III, rather than as the correct designation of the Plat of The Estate of Chestnut Creek, No. IV, and

WHEREAS, Developer wishes to correct this scriviner's error,

NOW, THEREFORE, Article II, Section 2.1 of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to include as additional common areas dedicated as open space pursuant to the requirements of the Sarasota County Zoning Ordinance that area designated as Tracts J, K, L and M of the Plat of The Estates of Chestnut Creek, No. IV.

IN WITNESS WHEREOF, this Amendment is executed this 8 day of December, 1989.

WITNESSES

McNABB HOMES, INC.

By David McNabb
David McNabb, President

(Corporate Seal)

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 David McNabb, well known to me to be the President of McNabb Homes, 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.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of December, 1989.

Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 24, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This Instrument Prepared By:
Edwin M. Boyer, Esq.
Boyer & Boyer, P.A.
1800 2nd St., Suite 765
Sarasota, Florida 34236

002181
OR BOOK

002137

RECORDED IN OFFICIAL
RECORDS
JAN 22 4 33 PM '90
NAREN E. RUSHING
CLERK OF COUNTY CLERK
SARASOTA COUNTY, FLA.

ML-66

SUPPLEMENT TO THE SEVENTH AMENDMENT TO THE
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

O.R. 1998 PG 1348

WHEREAS, at the time of filing and recording of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, recorded in Official Records Book 1754 at pages 1015 through 1045, inclusive of the Public Records of Sarasota County, Florida, hereafter referred to as the Declaration, it was contemplated that additional lands would be added to the lands subject to the Declaration.

WHEREAS, Section 1.2 of Declaration provides for the addition of lands subject to the Declaration by recording of a document in the public records of Sarasota County, Florida.

WHEREAS, the Developer is the owner of property legally described in the exhibit attached hereto and intends to add said land to the lands subject to the Declaration.

NOW, THEREFORE, McNabb Homes, Inc, A Florida Corporation, hereby declares that the property described in the Exhibit attached hereto is and shall be held, conveyed, encumbered, leased, used, occupied and improved subject to the limitations, restrictions, conditions, covenants and easements in the Declaration of Maintenance and Land Use Provisions for Chestnut Creek recorded in O.R. Book 1754, Pages 1015 through 1045 inclusive, all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the property or any part of it.

IN WITNESS THEREOF, this Amendment is executed this
21st day of December, 1987.

WITNESSES:

[Signature]
Richard F. Harris

MCNABB HOMES, INC.

[Signature]
David McNabb, President

(Corporate Seal)

:LNDUSE#7.SUP

67

ML-67

STATE OF FLORIDA
COUNTY OF SARASOTA

R. 1998 PG 1349

I HEREBY CERTIFY that on this day, before me, an officers duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David McNabb, well known to me to be the President of McNabb Homes, 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.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of December, 1987.

Camille K. Brown
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 14, 1991

THE ESTATES OF CHESTNUT CREEK NO. IV

DESCRIPTION

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

BEGIN AT THE NORTHWEST CORNER OF "THE ESTATES OF CHESTNUT CREEK NO. 111" AS RECORDED IN PLAT BOOK 32, AT PAGES 3 THRU 30 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 00 DEGREES 33' 30" W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 14, A DISTANCE OF 1390.64' TO THE NORTHWEST CORNER OF SAID SECTION 14-39-19; THENCE S 89 DEGREES 52' 57" E ALONG THE NORTH LINE OF SAID SECTION 14 A DISTANCE OF 910.57'; THENCE S 00 DEGREES 07' 04" W, 170.00' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 168.00' FOR AN ARC DISTANCE OF 73.50' THROUGH A CENTRAL ANGLE OF 25 DEGREES 45' 01" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 168.00' FOR AN ARC DISTANCE OF 209.02' THROUGH A CENTRAL ANGLE OF 71 DEGREES 17' 04" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 100.00' FOR AN ARC DISTANCE OF 126.28' THROUGH A CENTRAL ANGLE OF 72 DEGREES 21' 05" TO THE POINT OF TANGENCY, THENCE S 26 DEGREES 56' 05" W, 95.00' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 400.00' FOR AN ARC DISTANCE OF 332.35' THROUGH A CENTRAL ANGLE OF 47 DEGREES 36' 20" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTH; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 400.00' FOR AN ARC DISTANCE OF 114.21' THROUGH A CENTRAL ANGLE OF 16 DEGREES 21' 33" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 270.00' FOR AN ARC DISTANCE OF 333.53' THROUGH A CENTRAL ANGLE OF 70 DEGREES 46' 40" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 75.00' FOR AN ARC DISTANCE OF 89.54' THROUGH A CENTRAL ANGLE OF 60 DEGREES 24' 12" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 345.00' FOR AN ARC DISTANCE OF 92.44' THROUGH A CENTRAL ANGLE OF 15 DEGREES 21' 10" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 180.00' FOR AN ARC DISTANCE OF 38.19' THROUGH A CENTRAL ANGLE OF 12 DEGREES 09' 17" TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 59.85' THROUGH A CENTRAL ANGLE OF 137 DEGREES 10' 25" TO THE NORTHERLY LINE OF SAID "THE ESTATES OF CHESTNUT CREEK NO. 111; THENCE FOR THE FOLLOWING CALLS ALONG SAID NORTH LINE, N 52 DEGREES 42' 38" W, 286.00'; THENCE N 58 DEGREES 58' 04" W, 192.10' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE TO RIGHT HAVING A RADIUS OF 55.70' FOR AN ARC DISTANCE OF 44.40' THROUGH A CENTRAL ANGLE OF 45 DEGREES 39' 59"; THENCE S 76 DEGREES 41' 35" W, 163.27' TO A POINT ON A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 69 DEGREES 41' 16" E, 25.00'; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 18.88' THROUGH A CENTRAL ANGLE OF 43 DEGREES 15' 50"; THENCE N 43 DEGREES 57' 21" W, 54.02' TO A POINT ON A CURVE TO THE RIGHT WHOSE RADIUS LIES N 65 DEGREES 22' 26" W, 25.00'; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 43.12' THROUGH A CENTRAL ANGLE OF 98 DEGREES 49' 18"; THENCE S 08 DEGREES 46' 07" W, 55.23' TO A POINT ON A CURVE TO THE RIGHT WHOSE RADIUS LIES S 34 DEGREES 21' 10" W, 25.00'; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 12.89' THROUGH A CENTRAL ANGLE OF 29 DEGREES 31' 46"; THENCE S 76 DEGREES 40' 07" W, 507.72' TO THE P.O.B.

CONTAINING 27.670 ACRES MORE OR LESS.

O.R. 1998 PG 1350

69

ML-69

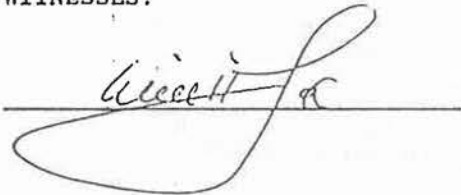
JOINDER

Sun Bank/Sarasota County, N.A., as mortgagee pursuant to a mortgage recorded in Official Record Book 1968, Page 198, of the Public Records of Sarasota County, Florida.

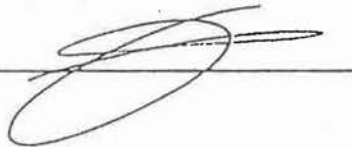
Dated: 12-24-87

WITNESSES:

SUN BANK/SARASOTA
COUNTY, N.A.

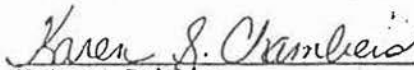


By



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24th day of December, 1987 by William W. Kinsmen of Sun Bank/Sarasota County, N.A., on behalf of the corporation.


Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 30, 1991.

SEVENTH AMENDMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

O.R. 1998 PG 1352

WHEREAS, The Developer, McNabb Homes, Inc., is the owner of property subject to the provisions of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, recorded in Official Records Book 1754 at Pages 1015 through 1045, inclusive of the Public Records of Sarasota County, Florida, hereafter referred to as the Declaration.

WHEREAS, Article VI, Section 6.3 of the Declaration provides for the amendment of the Declaration by the Developer;

WHEREAS, The Developer wishes to amend Article II, Section 2.1 to designate additional common areas as open space pursuant to the requirements of the Sarasota County Zoning Codes; and

WHEREAS, The Developer wishes to amend Article V, Section 5.1 to designate additional lots in Chestnut Creek as being subject to the specific Land Use Provisions provided in Article V, Section 5.1; and

WHEREAS, The Developer wishes to amend Article V to add Sections 5.6 to designate additional lots in Chestnut Creek as being subject to the specific Land Use Provisions provided in Article V, Section 5.3.

NOW, THEREFORE, Article II, Section 2.1 of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to include as additional common areas dedicated as open space pursuant to the requirements of the Sarasota County Zoning Ordinance that area designated at Tracts J, K, L and M of the Plat of The Estates of Chestnut Creek, No. III.

NOW, THEREFORE, Article V, Section 5.1 of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to include as additional lots subject to the provisions of Article V, Section 5.1 Lots 312 through 363 in Chestnut Creek.

NOW, THEREFORE, Article V, Section 5.6 of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to include as additional lots subject to the provisions of Article V, Section 5.6, Lots 312 through 363.

:CCLNDUSE.AM7

IN WITNESS WHEREOF, this Amendment is executed this 24th day
of December, 1987.

WITNESSES;

Richard L. Harris
Anthony Michael

MCNABB HOMES, INC.

By David S. McNabb
David S. McNabb, President

Corporate Seal

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 David S. McNabb, well known
to me to be the President of McNabb Homes, 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.

WITNESS my hand and official seal in the County and State
last aforesaid this 24th day of December, 1987.

Camille K. Brown
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 14, 1991

THIS INSTRUMENT PREPARED BY:
MCNABB HOMES, INC.
3859 BEE RIDGE ROAD
SARASOTA, FLORIDA 33583

O.R. 1998 PG 1353

JOINDER

Sun Bank/Sarasota County, N.A., as mortgagee pursuant to a mortgage recorded in Official Record Book 1968, Page 198, of the Public Records of Sarasota County, Florida.

Dated: 12-24-87

WITNESSES:

SUN BANK/SARASOTA
COUNTY, N.A.

By

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24th day of December, 1987 by William W. Timmeney of SUN BANK/SARASOTA COUNTY, N.A., on behalf of the corporation.

Karen S. Chambers
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 30, 1991.

RECORDED IN OFFICIAL
BOOK 1968 PAGE 198
SARASOTA COUNTY, FL.

DEC 20 9 40 AM '87

RECORDED IN OFFICIAL
BOOK 1968 PAGE 198
SARASOTA COUNTY, FL.

O.R. 1998 PG 1354

ML-73

EIGHTH AMENDMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

O.R. 2061 PG. 1799

WHEREAS, The Developer, McNabb Homes, Inc., is the owner of property subject to the provisions of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, recorded in Official Records Book 1754 at Pages 1015 through 1045, inclusive of the Public Records of Sarasota County, Florida, hereafter referred to as the Declaration.

WHEREAS, Article VI, Section 6.3 of the Declaration provides for the amendment of the Declaration by the Developer;

WHEREAS, The Developer wishes to amend Article II, Section 2.1 to designate additional common areas as open space pursuant to the requirements of the Sarasota County Zoning Codes; and

WHEREAS, The Developer wishes to amend Article V, Section 5.1 to designate additional lots in Chestnut Creek as being subject to the specific Land Use Provisions provided in Article V, Section 5.1; and

WHEREAS, The Developer wishes to amend Article V to add Section 5.7 to provide for specific land use provisions for Lots 364-374, 399-418 and 430-434 in Chestnut Creek.

NOW, THEREFORE, Article II, Section 2.1 of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to include as additional common areas dedicated as open space pursuant to the requirements of the Sarasota County Zoning Ordinance that area designated as Tracts A, B, C and D of the Plat of The Manors of Chestnut Creek, Unit No. I.

NOW, THEREFORE, Article V, Section 5.1 of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to include as additional lots subject to the provisions of Article V, Section 5.1 Lots 364-374, 399-418 and 430-434 in Chestnut Creek.

NOW, THEREFORE, Article V of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to add Section 5.7 to read as follows:

Section 5.7 Lots 364-374, 399-418 and 430-434. In addition to the Land Use Provisions provided for above, the following specific Land Use Provisions shall apply to Lots 364-374, 399-418 and 430-434 in Chestnut Creek.

(a) Setback Requirements. For purposes of this paragraph, 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 lot or parcel shall be considered a part of the "Dwelling." No part of any dwelling shall be located nearer than twenty (20) feet from any point on the front lot line of any lot, or nearer than ten (10) feet from any point on the rear lot line of any lot, or nearer than six (6) feet from any point on the side lot line of any lot but not less than fifteen (15) feet between houses. In the event the rear lot line of a lot borders on 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 lot line or any point on said body of water, whichever is closer to the dwelling. The Developer, at its discretion, has the right to grant a variance to any setback requirements set forth in this paragraph.

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ML-74

(b) Architectural Plans. Prior to construction of any dwelling unit by any Homebuilder/Contractor a copy of the floor plans, exterior color schemes and elevations for the dwelling must be submitted for approval by the Developer. A review fee of \$100 must be included at the time of submittal to the Developer to offset costs of reviewing said plans.

(c) Type of Dwelling. All dwellings constructed, altered, permitted to remain or to be occupied on any lot or parcel shall conform to the following requirements in addition to all of the provisions of these covenants and restrictions to wit:

(1) All roofs of dwellings for Lots 364-374 and 408-413 shall be of glazed or cement tile, cedar or wood shakes, unless otherwise approved by the Developer in writing. No aluminum roofs shall be permitted.

(2) All roofs of dwellings for Lots 399-407, 414-418 and 430-434 shall be of cedar shake shingles, glazed tile, cement, slate Bermude style cement, asphalt or fiberglass shingles of 280 lb. or heavier, unless otherwise approved by the Developer in writing. No aluminum roofs shall be permitted.

(3) Such dwelling for Lots 364-374 and 408-418 shall have a ground floor heated and cooled living area of not less than 1500 square feet; such dwelling for Lots 399-407 and 430-434 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 (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) Garages shall be of at least two (2) car capacity and a minimum of 20' x 20' with provisions for automatic door openers. The minimum driveway width should be 16' except that the Developer may grant variances if the proposed driveway is compatible with the character and nature of the subdivision. The use of asphalt for driveways is prohibited.

(d) Timing of Construction of the Dwelling. Building construction of the dwelling must commence within twelve (12) months after the date of purchase by the lot owner/builder from the Developer except that the Developer may grant variances for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction 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.

(e) Completion of Structures. All structures and improvements approved by the Developer must be substantially completed in accordance with the approved plans and specifications within nine (9) months after the commencement of construction, except that the Developer may grant extensions for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction 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.

(f) Walls, Hedges and Fences. No fences, walls, hedges or other enclosures or dividers acting as the same shall be constructed, permitted, or maintained unless architecturally part of the dwelling structure and within the setback line established by Paragraph (a) above unless a written variance is granted by the Developer only after the Developer has received by Certified Mail a written request for said variance.

(g) Unsightly Objects. All unsightly objects including but not limited to side pads, air conditioning equipment, pool equipment, garbage cans, irrigation equipment and compressors shall be constructed or stored in such a fashion as to not be visible from adjacent properties or streets. The restrictions of Paragraph (f) notwithstanding, such unsightly objects shall be fenced, walled, hedged or otherwise enclosed unless a written approval is granted by the Developer.

(h) Awnings, Shutters and Canopys. Awnings, canopies and shutters, including hurricane storm shutters, shall not be permitted or fixed to the exterior of the dwelling without prior written approval of the Developer.

(i) Parking and Storage. Notwithstanding the provisions of Section 5.1(f) of this Declaration, no trucks, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking unless same are parked within an enclosed garage. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to owners, or used by Owners for loading and unloading purposes only. The provision of this Section shall apply to trucks, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, Owners having a van or pickup truck for personal transportation purposes only, and not for commercial use, may park it on the driveway of their lot, but no lot may have more than one such vehicle regularly parked in the driveway.

(j) Outdoor Clothes Drying. No outdoor clothes drying facilities or apparatus shall be permitted.

(k) Solar Collector Guidelines. Any solar collector unit must first be approved in writing by the Developer only after submission of a written request from the lot owner/builder to the Developer. The potentially most acceptable installation architecturally is one that is installed at the same pitch of the roof and is not to face the front of the residence or be visible from any adjacent street. These solar collectors must match the roof color as closely as possible.

(l) Landscaping Plans. A landscape plan shall be submitted for approval by the Developer prior to issuance of a certificate of occupancy. A minimum of \$500 front and side landscaping packages must be planted at the time of construction of the dwelling unit. Grass sod shall not be included as part of this package to meet the minimum cost required. Approved landscaping shall be completed not later than thirty (30) days after completion of the dwelling.

(m) Yards and Lawns. That portion of each lot, including the unpaved portion of a street right of way adjoining such lot, that is not covered by dwellings, patios, and walkways, shall be sodded with natural grass at the time of the original construction of improvements. Sodded shall be defined as fully matured grass and not plugs or seed. 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.

ML-76
75A

Provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes of an otherwise sodded yard. All driveways, walks and parking areas shall be approved, and driveways and sidewalks shall be constructed of concrete, drives to their intersection with a paved street to be constructed at the time of original construction of improvements and prior to issuance of a certificate of occupancy. Driveway and walkway design, location, materials and coloring shall be subject to Developer or Developer approval after Architectural Review.

(n) Irrigation System. All pumps for irrigation purposes shall be covered or enclosed in such a fashion as to not be visible from the street or adjacent properties. Irrigation from lakes shall be permitted after written approval from the Developer. Irrigation lines shall be constructed in such a fashion as to not be visible from the adjacent properties, lake banks and streets. Irrigation system plans shall be submitted to the Developer for approval.

(o) Pools. No above-ground 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 after Architectural Review. Likewise, the Developer may approve pools incorporated into improvements so approved even though such pool may be above grade. All pool enclosures shall be constructed to comply with applicable rules, regulations and standards of all governments having jurisdiction. The term "enclosed" shall mean the pool and surrounding patio area perimeter shall be bounded on all sides by parts of the approved dwelling, screened cages, or combinations thereof. Such enclosure may have reasonable gates and doors which may be closed to make the enclosure continuous. All such pools, screening and caging shall be subject to Architectural Review.

(p) Standard Mailboxes. All mailboxes must be constructed to the specifications as outlined by the Developer. The intent of this restriction is to provide uniformity of mailbox designs throughout the subdivision.

(q) Right of Developer to Grant Variances. The absolute right and discretion is hereby reserved to Developer to grant variances from the obligations of Section 5.7 above in cases where not to grant such variance would create hardship in the opinion of Developer or where such variances would be in keeping with the spirit and intent of this instrument or would be such as to not adversely affect any neighboring owners or the Homesites or Chestnut Creek as a whole. Such variances, if granted, shall be granted upon written application of the Owner setting forth in detail the variance required and reason for it. Any such variance, if granted, shall be granted by Developer in writing and such variances must be executed with the formalities of a deed and recorded in the public records of Sarasota County, Florida, to become effective.

Tb

ML-77

IN WITNESS WHEREOF, this Amendment is executed this 8th day
of SEPTEMBER, 1988.

WITNESSES,

[Signature]
[Signature]

MCNABB HOMES, INC.

By [Signature]
David S. McNabb, President

Corporate Seal

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 David S. McNabb, well known
to me to be the President of McNabb Homes, 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.

WITNESS my hand and official seal in the County and State
last aforesaid this 8th day of SEPTEMBER, 1988.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 14, 1990

THIS INSTRUMENT PREPARED BY:
MCNABB HOMES, INC.
3859 BEE RIDGE ROAD
SARASOTA, FLORIDA 34233

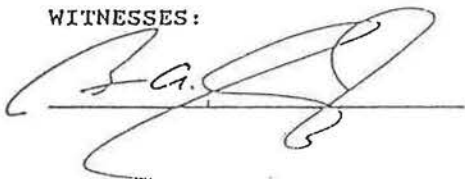
JOINDER

O.R. 2061 PG 1804

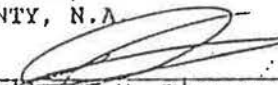
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to a mortgage recorded in Official Record Book 2032,
Page 2584, of the Public Records of Sarasota County,
Florida.

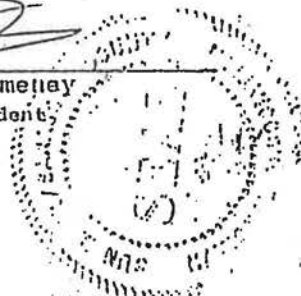
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WITNESSES:



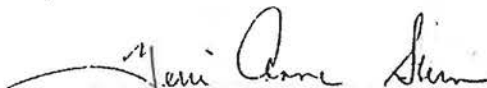
SUN BANK/SARASOTA
COUNTY, N.A.

By: 
William W. Timmeney
Senior Vice President



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
12th day of September, 1988 by William W. Timmeney,
as Sr. Vice President of Sun Bank/Sarasota County, National, on
behalf of the corporation. Association


Notary Public
State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 29, 1991



ML-79

SUPPLEMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

O. R. 2061 pg 1805

WHEREAS, at the time of filing and recording of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, recorded in Official Records Book 1754 at pages 1015 through 1045, inclusive of the Public Records of Sarasota County, Florida, hereafter referred to as the Declaration, it was contemplated that additional lands would be added to the lands subject to the Declaration.

WHEREAS, Section 1.2 of Declaration provides for the addition of lands subject to the Declaration by recording of a document in the public records of Sarasota County, Florida.

WHEREAS, the Developer is the owner of property legally described in the exhibit attached hereto and intends to add said land to the lands subject to the Declaration.

NOW, THEREFORE, McNabb Homes, Inc., A Florida Corporation, hereby declares that the property described in the Exhibit attached hereto is and shall be held, conveyed, encumbered, leased, used, occupied and improved subject to the limitations, restrictions, conditions, covenants and easements in the Declaration of Maintenance and Land Use Provisions for Chestnut Creek recorded in O.R. Book 1754, Pages 1015 through 1045 inclusive, all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the property or any part of it.

:CCLNDUSE.SUP

BB

ML-80

IN WITNESS WHEREOF, this Amendment is executed this 9th day
of SEPTEMBER, 1988.

WITNESSES

[Signature]
Camille K Brown

MCNABB HOMES, INC.

By [Signature]
David S. McNabb, President

Corporate Seal

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 David S. McNabb, well known
to me to be the President of McNabb Homes, 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.

WITNESS my hand and official seal in the County and State
last aforesaid this 9th day of SEPTEMBER, 1988...

Camille K Brown
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires May 14, 1991

THIS INSTRUMENT PREPARED BY:
MCNABB HOMES, INC.
3859 BEE RIDGE ROAD
SARASOTA, FLORIDA 34233

ML-81

EXHIBIT

THE MANORS OF CHESTNUT CREEK, UNIT NO. I

DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 14, TOWNSHIP 39 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE ESTATES OF CHESTNUT CREEK, NO. III, AS RECORDED IN PLAT BOOK 32, AT PAGE 3 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID THE ESTATES OF CHESTNUT CREEK, NO. III, THE FOLLOWING TWO CALLS: NORTH 37° 21' 49" WEST, 488.09' AND NORTH 52° 42' 38" WEST, 127.89' TO A POINT AT THE SOUTHEASTERLY CORNER OF THE ESTATES OF CHESTNUT CREEK, NO. IV, AS RECORDED IN PLAT BOOK 32 AT PAGE 32 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, (ALSO A POINT ON A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 37° 17' 22" EAST, 25.00'); THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID THE ESTATES OF CHESTNUT CREEK NO. IV, FOR THE FOLLOWING SEVEN CALLS: NORTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 59.85', THROUGH A CENTRAL ANGLE OF 137° 10' 26" TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT; NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 180.00' FOR AN ARC DISTANCE OF 38.10', THROUGH A CENTRAL ANGLE OF 12° 09' 17" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 345.00' FOR AN ARC DISTANCE OF 92.43', THROUGH A CENTRAL ANGLE OF 15° 21' 02" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 75.00' FOR AN ARC DISTANCE OF 89.60', THROUGH A CENTRAL ANGLE OF 68° 26' 44" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 270.00' FOR AN ARC DISTANCE OF 333.52', THROUGH A CENTRAL ANGLE OF 70° 46' 29" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 400.00' FOR AN ARC DISTANCE OF 114.21', THROUGH A CENTRAL ANGLE OF 16° 21' 33" TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT AND NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 400.00' FOR AN ARC DISTANCE OF 175.45', THROUGH A CENTRAL ANGLE OF 25° 07' 55"; THENCE SOUTH 85° 32' 20" EAST, 120.00' TO A POINT ON A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES SOUTH 85° 32' 20" EAST, 280.00'; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 31.82', THROUGH A CENTRAL ANGLE OF 06° 30' 41"; THENCE SOUTH 80° 25' 08" EAST, 178.80'; THENCE NORTH 19° 02' 13" EAST, 29.51'; THENCE SOUTH 81° 08' 14" EAST, 121.12' TO A POINT ON A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES SOUTH 81° 24' 14" EAST, 175.00'; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 43.74', THROUGH A CENTRAL ANGLE OF 14° 19' 13"; THENCE SOUTH 67° 05' 01" EAST, 50.00' TO A POINT ON A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES SOUTH 67° 05' 01" EAST, 125.00'; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 18.29', THROUGH A CENTRAL ANGLE OF 08° 23' 08" TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 555.00' FOR AN ARC DISTANCE OF 74.71', THROUGH A CENTRAL ANGLE OF 07° 42' 48"; THENCE SOUTH 64° 31' 44" EAST, 114.66'; THENCE NORTH 24° 20' 41" EAST, 88.17'; THENCE NORTH 60° 22' 52" EAST, 40.98'; THENCE SOUTH 86° 41' 09" EAST, 244.83'; THENCE SOUTH 02° 32' 06" WEST, 191.77'; TO THE NORTH LINE OF THE PATIO HOMES OF CHESTNUT CREEK, UNIT NO. I, AS RECORDED IN PLAT BOOK 32, AT PAGE 32, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID THE PATIO HOMES OF CHESTNUT CREEK, UNIT NO. I FOR THE FOLLOWING SEVEN CALLS: CONTINUE SOUTH 02° 32' 05" WEST, 71.54' TO A POINT ON A CURVE TO THE RIGHT; SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1271.86' FOR AN ARC DISTANCE OF 11.28', THROUGH A CENTRAL ANGLE OF 00° 30' 30"; SOUTH 29° 33' 20" WEST, 178.28'; SOUTH 08° 55' 02" WEST, 278.66'; SOUTH 32° 11' 56" WEST, 266.43'; SOUTH 22° 55' 13" WEST, 50.00'; SOUTH 07° 47' 40" EAST, 373.49' TO THE P.O.B..

CONTAINING 15.144 ACRES MORE OR LESS.

R. 2061 PG 1807

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ML-82

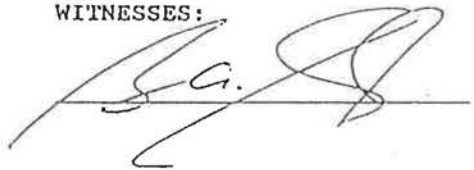
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JOINDER

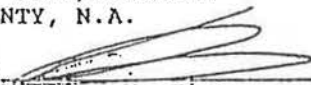
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Florida.

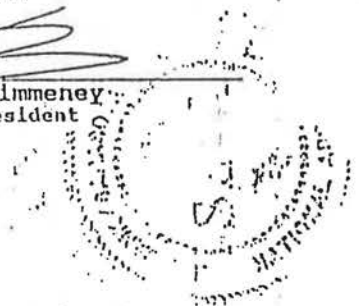
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WITNESSES:



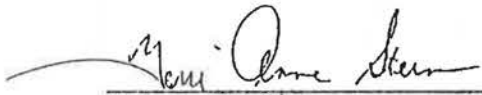
SUN BANK/SARASOTA
COUNTY, N.A.

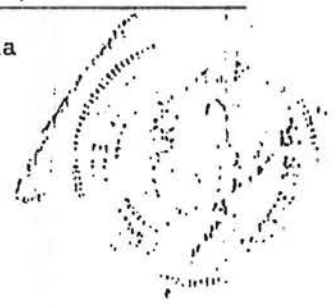
By: 
William W. Timmeney
Senior Vice President



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
12th day of September, 1988 by William W. Timmeney
as Senior Vice President of Sun Bank/Sarasota County, National, on
behalf of the corporation. Association


Notary Public
State of Florida



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 29, 1991

RECORDED
SEP 13 1988
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL.

82

ML-83

21st
3.00

NINTH
AMENDMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

This amendment is made this 15th day of March, 1989, by
McNabb Homes, Inc., a Florida Corporation.

WHEREAS, Center Road Number One, Inc., as Developer caused
that certain Declaration of Maintenance and Land Use Provisions
for Chestnut Creek to be recorded in Official Records Book 1754
commencing at Page 1015 of the Public Records of Sarasota County,
Florida together with amendments recorded subsequent thereto,
and

WHEREAS, Center Road Number One, Inc. has conveyed all property
subject to said Declaration to McNabb Homes, Inc. and assigned all
of its rights, powers and privileges as Developer granted to it in
said Declaration to McNabb Homes, Inc. by Assignment recorded in
O.R. Book 2098, Pages 330 through 335 of the Public Records of
Sarasota County, Florida, and,

WHEREAS, McNabb Homes, Inc. is the owner and Developer of all
property subject to the provisions of the Declaration of Maintenance
and Land Use Provisions for Chestnut Creek, and

WHEREAS, Article VI, Section 6.3 of the Declaration provides
for the amendment of the Declaration by the developer so long as
the developer owns one lot or more in the subdivision, and

WHEREAS, the Developer still owns lots lying and being in
Chestnut Creek Subdivision, and

WHEREAS, the Developer wishes to amend Recital A and
Section 1.2 of the Declaration of Maintenance and Land Use
Provisions for Chestnut Creek to include additional property
to those properties which may at the option of the Developer be
developed as part of Chestnut Creek.

NOW, THEREFORE, McNabb Homes, Inc., as Developer hereby amends
the Declaration of Maintenance and Land Use Provisions for Chestnut
Creek recorded in Official Records Book 1754 at Pages 1015 through

002104
OR BOOK

000206
PAGE

McNABB
1450 VENUE E. BUS.
VENUE 34292

64

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1045, inclusive of the Public Records of Sarasota County, Florida
as follows:

1. Recital A is hereby amended to read as follows:

A. Developer is the owner of the property legally described in Exhibit A, and intends to develop it as a residential community known as Chestnut Creek in accordance with Sarasota County, Florida zoning regulations. Also, Developer owns the property described in Exhibit B and may (but is not obligated to) develop part or all of this property as a part of Chestnut Creek. Also, Developer owns the property described in Exhibit C and may (but is not obligated to) develop part or all of this property as a part of Chestnut Creek. The property described in Exhibit A, and any portion of the property described in Exhibit B and Exhibit C subsequently declared to be subject to the provisions of this instrument by a document recorded in the Public Records of Sarasota County, Florida, shall be referred to in this instrument as "the Property".

002104
OR BOOK

2. Section 1.2 is hereby amended to read as follows:

Section 1.2 Additional Lands. Developer shall have the right (but not the obligation), to add later all or any portion of the land described in Exhibit B and Exhibit C to the land subject to this instrument by recording a document to this effect in the Public Records of Sarasota County, Florida. If Developer is not at that time the owner of the land, the written consent of the owner of fee simple record title to the land to be added shall also be recorded in the Public Records of Sarasota County, Florida. If the Developer improves, develops and subdivides the property referred to in Exhibit C as the Isles of Chestnut Creek, Unit No. I, it may (but is not obligated to) build recreational facilities for the use and benefit of future owners of lots in the Isles of Chestnut Creek, Unit No. I. If the Developer improves, develops, and subdivides the property referred to in Exhibit C as the Isles of Chestnut Creek, Unit No. II, the future lot owners of property in the Isles of Chestnut Creek, Unit No. II shall have the use and benefit of the recreational facilities built within the Isles of Chestnut Creek, Unit No. I. The Developer at its option may provide for one nonprofit corporation to regulate both the Isles of Chestnut Creek, Unit No. I and the Isles of Chestnut Creek, Unit No. II.

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PAGE

IN WITNESS WHEREOF, this Amendment is executed this 1st day of

March, 1989.

WITNESSES:

[Signature]
Karen A. [Signature]

McNABB HOMES, INC.

By [Signature]
David McNabb, President

(Corporate Seal)

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,

RL

ML-85

personally appeared David McNabb, well known to me to be the President of McNabb Homes, 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.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of March, 1989.

Camille F. Boyer
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large

My Commission Expires May 14, 1991

This Instrument Prepared By:
Edwin M. Boyer, Esq.
Boyer & Boyer, P.A.
2055 Wood St., Suite 220
Sarasota, Florida 34237

002104
OR BOOK

000208
PAGE

86

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JOINDER

NCNB NATIONAL BANK, as mortgagee pursuant to a mortgage recorded in Official Record Book 2075, Page 1611, of the Public Records of Sarasota County, Florida joins in the foregoing instrument.

Dated: March 6, 1989

WITNESSES:

NCNB NATIONAL BANK

By: James A. Richardson
James A. Richardson
Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6th day of March, 1989 by JAMES A. RICHARDSON, VICE PRESIDENT of NCNB NATIONAL BANK, on behalf of the corporation.

Charles G. Gaudin
Notary Public

My commission expires:

Notary Public State of Florida at Large
My Commission Expires October 25, 1991
Bonded By U.S. Fire Insurance Co.

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OR BOOK

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ML-87

DESCRIPTION: ISLES OF CHESTNUT CREEK UNIT NO. I

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

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF THE LAKES OF CHESTNUT CREEK, UNIT NO. 1 AS RECORDED IN PLAT BOOK 30 AT PAGES 32 THRU 32D OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE MOST SOUTHWESTERLY CORNER OF LOT 111 OF SAID UNIT NO. 1; THENCE ALONG THE BOUNDARY OF SAID THE LAKES OF CHESTNUT CREEK, UNIT NO. 1, THE FOLLOWING 5 (FIVE) COURSES: NORTH 89° 32' 45" EAST, 290.59'; NORTH 62° 17' 30" EAST, 160.88' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1250.00' FOR AN ARC DISTANCE OF 225.33' THROUGH A CENTRAL ANGLE OF 10° 17' 30" TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT; SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1050.00' FOR AN ARC DISTANCE OF 571.85' THROUGH A CENTRAL ANGLE OF 31° 12' 15" AND SOUTH 69° 12' 15" EAST, 152.23' TO THE WESTERLY R/W OF VENICE EAST BLVD. (100' WIDE R/W) ALSO THE WESTERLY LINE OF THE VILLAS OF CHESTNUT CREEK, UNIT, NO. I, AS RECORDED IN PLAT BOOK 30 AT PAGES 13 THRU 13E OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY R/W LINE THE FOLLOWING 3 (THREE) COURSES: SOUTH 20° 47' 45" WEST, 87.25'; SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 955.00' FOR AN ARC DISTANCE OF 356.21' THROUGH A CENTRAL ANGLE OF 21° 22' 16" AND SOUTH 00° 34' 32" EAST, 114.89'; THENCE SOUTH 89° 25' 28" WEST, 113.10'; THENCE NORTH 11° 28' 54" WEST, 44.44' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 40.00' FOR AN ARC DISTANCE OF 40.67' THROUGH A CENTRAL ANGLE OF 58° 15' 23"; THENCE NORTH 69° 44' 17" WEST, 54.65' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 10.76' THROUGH A CENTRAL ANGLE OF 24° 40' 12"; THENCE SOUTH 65° 44' 31" WEST, 31.03'; THENCE SOUTH 89° 25' 29" WEST, 236.47' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00' FOR AN ARC DISTANCE OF 47.42' THROUGH A CENTRAL ANGLE OF 27° 10' 14"; THENCE NORTH 63° 24' 18" WEST, 92.88' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 295.00' FOR AN ARC DISTANCE OF 139.89' THROUGH A CENTRAL ANGLE OF 27° 10' 14"; THENCE SOUTH 89° 25' 29" WEST, 68.75' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 100.00' FOR AN ARC DISTANCE OF 27.90' THROUGH A CENTRAL ANGLE OF 15° 59' 00"; THENCE NORTH 74° 35' 32" WEST, 49.86' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 50.00' FOR AN ARC DISTANCE OF 38.31' THROUGH A CENTRAL ANGLE OF 43° 53' 40"; THENCE SOUTH 61° 30' 49" WEST, 129.17'; THENCE SOUTH 89° 25' 28" WEST, 20.00' TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 00° 34' 32" WEST, 932.15' TO THE P.O.B..

CONTAINING 19.385 ACRES OF LAND, MORE OR LESS.

AMEN E. HUSING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

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TENTH
AMENDMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

This amendment is made this 31 day of August, 1989, by
McNabb Homes, Inc., a Florida Corporation.

WHEREAS, Center Road Number One, Inc., as Developer caused
that certain Declaration of Maintenance and Land Use Provisions
for Chestnut Creek to be recorded in Official Records Book 1754
commencing at Page 1015 of the Public Records of Sarasota County,
Florida together with amendments recorded subsequent thereto,
and

WHEREAS, Center Road Number One, Inc. has conveyed all property
subject to said Declaration to McNabb Homes, Inc. and assigned all
of its rights, powers and privileges as Developer granted to it in
said Declaration to McNabb Homes, Inc. by Assignment recorded in
O.R. Book 2098, Pages 330 through 335 of the Public Records of
Sarasota County, Florida, and,

WHEREAS, McNabb Homes, Inc. is the owner and Developer of all
property subject to the provisions of the Declaration of Maintenance
and Land Use Provisions for Chestnut Creek, and

WHEREAS, Article VI, Section 6.3 of the Declaration provides
for the amendment of the Declaration by the developer so long as
the developer owns one lot or more in the subdivision, and

WHEREAS, the Developer still owns lots lying and being in
Chestnut Creek Subdivision, and

WHEREAS, on March 7, 1989 Developer recorded the Ninth Amend-
ment to the Declaration of Maintenance and Land Use Provisions for
Chestnut Creek at O.R. Book 2104, Page 206 of the Public Records of
Sarasota County, Florida, and

WHEREAS, that amendment amended Recital A and Section 1.2 of
the Declaration of Maintenance and Land Use Provisions for
Chestnut Creek to include additional property to those properties
which may at the option of the developer be developed as part of
Chestnut Creek, and

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WHEREAS, said amended sections refer to now Exhibit C describing said additional optional properties, and

WHEREAS, Exhibit C attached to said Ninth Amendment was not designated as Exhibit C and the second page of said Exhibit C was inadvertently omitted, and

WHEREAS, this Tenth Amendment is being recorded to correctly identify the additional optional property which may be developed as part of Chestnut Creek and which is designated as Exhibit C,

NOW, THEREFORE, McNabb Homes, Inc., as Developer hereby amends the Declaration of Maintenance and Land Use Provisions for Chestnut Creek recorded in Official Records Book 1754 at Pages 1015 through 1045, inclusive of the Public Records of Sarasota County, Florida as follows:

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OR BOOK

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1. Recital A is hereby amended to read as follows:

A. Developer is the owner of the property legally described in Exhibit A, and intends to develop it as a residential community known as Chestnut Creek in accordance with Sarasota County, Florida zoning regulations. Also, Developer owns the property described in Exhibit B and may (but is not obligated to) develop part or all of this property as a part of Chestnut Creek. Also, Developer owns the property described in Exhibit C and may (but is not obligated to) develop part or all of this property as a part of Chestnut Creek. The property described in Exhibit A, and any portion of the property described in Exhibit B and Exhibit C subsequently declared to be subject to the provisions of this instrument by a document recorded in the Public Records of Sarasota County, Florida, shall be referred to in this instrument as "the Property". All references hereafter to Chestnut Creek, Chestnut Creek Subdivision, or Subdivision, shall mean and refer to the property as defined in this Recital A.

2. Section 1.2 is hereby amended to read as follows:

Section 1.2 Additional Lands. Developer shall have the right (but not the obligation), to add later all or any portion of the land described in Exhibit B and Exhibit C to the land subject to this instrument by recording a document to this effect in the Public Records of Sarasota County, Florida. If Developer is not at that time the owner of the land, the written consent of the owner of fee simple record title to the land to be added shall also be recorded in the Public Records of Sarasota County, Florida. If the Developer improves, develops and subdivides the property referred to in Exhibit C as the Isles of Chestnut Creek, Unit No. I, it may (but is not obligated to) build recreational facilities for the use and benefit of future owners of lots in the Isles of Chestnut Creek, Unit No. I. If the Developer improves, develops, and subdivides the property referred to in Exhibit C as the Isles of Chestnut Creek, Unit No. II, the future lot owners of property in the Isles of Chestnut Creek, Unit No. II shall have the use and benefit of the recreational facilities built

within the Isles of Chestnut Creek, Unit No. I.
The Developer at its option may provide for one
nonprofit corporation to regulate both the Isles
of Chestnut Creek, Unit No. I and the Isles of Chestnut
Creek, Unit No. II.

IN WITNESS WHEREOF, this Amendment is executed this 31 day of
August, 1989.

WITNESSES:

Richard P. Hannie
Richard P. Hannie

McNABB HOMES, INC.

By David McNabb
David McNabb, President

(Corporate Seal)

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 David McNabb, well known to me to be the President
of McNabb Homes, 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.

WITNESS my hand and official seal in the County and State last
aforesaid this 31st day of August, 1989.

Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES, MAY 24, 1991
BONDED THIRD NOTARY PUBLIC UNDERWRITER

This Instrument Prepared By:
Edwin M. Boyer, Esq.
Boyer & Boyer, P.A.
1000 Second St., Suite 765
Sarasota, Florida 34236

JOINDER

NCNB NATIONAL BANK, as mortgagee pursuant to a mortgage recorded in Official Records Book 2075, Page 1611, of the Public Records of Sarasota County, Florida joins in the foregoing instrument.

Dated: OCTOBER 13, 1989

WITNESSES:

Chas. J. Neal
Bertha M. Chapman

NCNB NATIONAL BANK

By: James A. Richardson
James A. Richardson
Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
13TH day of OCTOBER, 1989, by JAMES A. RICHARDSON, VICE
PRESIDENT of NCNB NATIONAL BANK, on behalf of the corporation.

Chas. J. Neal
Notary Public

My commission expires:
OCTOBER 25, 1991

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OR BOOK

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RECORDER'S MEMO: Legibility of writing, typing or
printing for reproductive purpose may be unsatisfactory
in this document when received.

DESCRIPTION: ISLES OF CHESTNUT CREEK UNIT NO. 1

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

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF THE LAKES OF CHESTNUT
CREEK, UNIT NO. 1 AS RECORDED IN PLAT BOOK 30 AT PAGES 32 THRU 320 OF THE PUBLIC
RECORDS OF SARASOTA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE MOST
SOUTHWESTERLY CORNER OF LOT 111 OF SAID UNIT NO. 1; THENCE ALONG THE BOUNDARY
OF SAID THE LAKES OF CHESTNUT CREEK, UNIT NO. 1, THE FOLLOWING 5 (FIVE)
COURSES: NORTH 89° 32' 45" EAST, 290.59'; NORTH 62° 17' 30" EAST, 160.88' TO
THE POINT OF CURVATURE OF A CURVE TO THE LEFT; SOUTHEASTERLY ALONG SAID CURVE
TO THE LEFT HAVING A RADIUS OF 1250.00' FOR AN ARC DISTANCE OF 225.33' THROUGH
A CENTRAL ANGLE OF 10° 17' 30" TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO
THE LEFT; SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF
1050.00' FOR AN ARC DISTANCE OF 571.85' THROUGH A CENTRAL ANGLE OF 31° 12' 15"
AND SOUTH 63° 12' 15" EAST, 152.23' TO THE WESTERLY R/W OF VENICE EAST BLVD. (
100' WIDE R/W) ALSO THE WESTERLY LINE OF THE VILLAS OF CHESTNUT CREEK, UNIT,
NO. 1, AS RECORDED IN PLAT BOOK 30 AT PAGES 13 THRU 13E OF THE PUBLIC RECORDS
OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY R/W LINE THE FOLLOWING
3 (THREE) COURSES: SOUTH 20° 47' 45" WEST, 87.25'; SOUTHWESTERLY ALONG A
CURVE TO THE LEFT HAVING A RADIUS OF 955.00' FOR AN ARC DISTANCE OF 356.21'
THROUGH A CENTRAL ANGLE OF 21° 22' 16" AND SOUTH 00° 34' 32" EAST, 114.89';
THENCE SOUTH 89° 25' 28" WEST, 113.10'; THENCE NORTH 11° 28' 54" WEST, 44.44' TO
THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID
CURVE TO THE LEFT HAVING A RADIUS OF 40.00' FOR AN ARC DISTANCE OF 40.67'
C THROUGH A CENTRAL ANGLE OF 58° 15' 23"; THENCE NORTH 69° 44' 17" WEST, 54.65'
TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG
SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00' FOR AN ARC DISTANCE OF 10.76'
THROUGH A CENTRAL ANGLE OF 24° 40' 12"; THENCE SOUTH 65° 44' 31" WEST, 31.03';
THENCE SOUTH 89° 25' 28" WEST, 236.47' TO THE POINT OF CURVATURE OF A CURVE TO
THE RIGHT HAVING A RADIUS OF 100.00' FOR AN ARC DISTANCE OF 47.42' THROUGH A
CENTRAL ANGLE OF 27° 10' 14"; THENCE NORTH 63° 24' 18" WEST, 92.88' TO THE
POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 295.00' FOR AN ARC
DISTANCE OF 139.89' THROUGH A CENTRAL ANGLE OF 27° 10' 14"; THENCE SOUTH 89°
25' 28' WEST, 68.75' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE
NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 100.00' FOR AN
ARC DISTANCE OF 27.90' THROUGH A CENTRAL ANGLE OF 15° 59' 00"; THENCE NORTH 74°
35' 32" WEST, 49.86' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE
SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 50.00' FOR AN ARC
DISTANCE OF 38.31' THROUGH A CENTRAL ANGLE OF 43° 53' 40"; THENCE SOUTH 61° 30'
49" WEST, 129.17'; THENCE SOUTH 89° 25' 28" WEST, 20.00' TO THE WEST LINE OF
THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 00° 34' 32" WEST, 932.15' TO
THE P.O.B..

CONTAINING 19.385 ACRES OF LAND MORE OR LESS.

EXHIBIT C 1

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THE ISLES OF CHESTNUT CREEK UNIT NO. II

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

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF THE ISLES OF CHESTNUT CREEK UNIT NO. I, AS RECORDED IN PLAT BOOK 33 AT PAGES 16 THRU 16G OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA (ALSO A POINT ON THE WEST LINE OF S.W. 1/4 SECTION 14-39S-19E); THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID ISLES OF CHESTNUT CREEK UNIT NO. I, THE FOLLOWING (16) SIXTEEN COURSES: NORTH 89° 25' 28" EAST, 20.00'; NORTH 61° 30' 49" EAST, 129.17' TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 50.00' FOR AN ARC DISTANCE OF 38.31' THROUGH A CENTRAL ANGLE OF 43° 53' 40"; SOUTH 74° 35' 32" EAST, 49.86' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 100.00' FOR AN ARC DISTANCE OF 27.90' THROUGH A CENTRAL ANGLE OF 15° 59' 00"; NORTH 89° 25' 28" EAST, 68.75' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 295.00' FOR AN ARC DISTANCE OF 139.89' THROUGH A CENTRAL ANGLE OF 27° 10' 14"; SOUTH 63° 24' 18" EAST, 92.88' TO THE POINT ON A CURVE TO THE LEFT; SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 100.00' FOR AN ARC DISTANCE OF 47.42' THROUGH A CENTRAL ANGLE OF 27° 10' 14"; NORTH 89° 25' 28" EAST, 236.47'; NORTH 65° 44' 31" EAST, 31.03' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES NORTH 44° 55' 55" WEST, 25.00'; SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 10.76' THROUGH A CENTRAL ANGLE OF 24° 40' 12"; SOUTH 69° 44' 17" EAST, 54.65' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 40.00' FOR AN ARC DISTANCE OF 40.67' THROUGH A CENTRAL ANGLE OF 58° 15' 23"; SOUTH 11° 28' 54" EAST, 44.44'; NORTH 89° 25' 28" EAST, 113.10' TO THE WESTERLY R/W LINE OF VENICE EAST BLVD. (100' WIDE R/W); THENCE ALONG SAID WESTERLY R/W LINE SOUTH 00° 34' 32" EAST, 481.89' TO THE NORTHERLY LINE OF THE FALLS OF VENICE, A CONDOMINIUM; THENCE ALONG SAID NORTHERLY LINE SOUTH 89° 25' 28" WEST, 1050.00' TO SAID WEST LINE OF S.W. 1/4 SECTION 14; THENCE ALONG SAID WEST LINE NORTH 00° 34' 31" WEST, A DISTANCE OF 607.41' TO THE P.O.B..

CONTAINING 14.341 ACRES MORE OR LESS.

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

EXHIBIT C 2

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ALEX E. RUSHING
CLERK OF COUNTY
SARASOTA, FLA.

SUPPLEMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

WHEREAS, at the time of filing and recording the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, recorded in Official Records Book 1754 at Pages 1015 through 1045, inclusive of the Public Records of Sarasota County, Florida, hereafter referred to as the Declaration, it was contemplated that additional lands would be added to the lands subject to the Declaration.

WHEREAS, Section 1.2 of the Declaration provides for the addition of land subject to the Declaration by recording of a document in the public records of Sarasota County, Florida.

WHEREAS, McNabb Homes, Inc., Developer of Chestnut Creek is the owner of property legally described in the Exhibit attached hereto and intends to add said lands to the lands subject to the Declaration.

NOW, THEREFORE, Developer, McNabb Homes, Inc., a Florida Corporation, hereby declares that the property described in the Exhibit attached hereto is and shall be held, conveyed, encumbered, leased, used, occupied and improved subject to the limitations, restrictions, conditions, covenants and easements in the Declaration of Maintenance and Land Use Provisions for Chestnut Creek recorded in O.R. Book 1754, Pages 1015 through 1045 inclusive, all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the property or any part of it.

IN WITNESS WHEREOF, this Supplement is executed this 31 day of

August, 1989.

WITNESSES:

[Signature]
[Signature]

McNABB HOMES, INC.

By *[Signature]*
David McNabb, President

(Corporate Seal)

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Boyle & Boyle
1800 2nd St. S.W.
1800 2nd St. S.W.

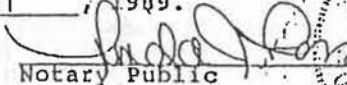
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STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David McNabb, well known to me to be the President of McNabb Homes, 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.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of August, 1909.


Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 24, 1911
WITNESSED BY NOTARY PUBLIC UNDERWRITER

This Instrument Prepared By:
Edwin M. Boyer, Esq.
Boyer & Boyer, P.A.
1800 Second St., Suite 765
Sarasota, Florida 34236

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JOINDER

NCNB NATIONAL BANK, as mortgagee pursuant to a mortgage recorded in Official Records Book 2075, Page 1611, of the Public Records of Sarasota County, Florida joins in the foregoing instrument.

Dated: OCTOBER 13, 1989

WITNESSES:

John T. Smith
Cecilia M. Chapman

NCNB NATIONAL BANK

By: *James A. Richardson*
James A. Richardson
Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
13TH day of OCTOBER, 1989, by JAMES A. RICHARDSON, VICE
PRESIDENT of NCNB NATIONAL BANK, on behalf of the corporation.

John T. Smith
Notary Public



My commission expires:

OCTOBER 25, 1991

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ELEVENTH
AMENDMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

This amendment is made this 31 day of August, 1909, by McNabb Homes, Inc., a Florida Corporation.

WHEREAS, Center Road Number One, Inc., as Developer caused that certain Declaration of Maintenance and Land Use Provisions for Chestnut Creek to be recorded in Official Records Book 1754 commencing at Page 1015 of the Public Records of Sarasota County, Florida together with amendments recorded subsequent thereto, and

WHEREAS, Center Road Number One, Inc. has conveyed all property subject to said Declaration to McNabb Homes, Inc. and assigned all of its rights, powers and privileges as Developer granted to it in said Declaration to McNabb Homes, Inc. by Assignment recorded in O.R. Book 2098, Pages 330 through 335 of the Public Records of Sarasota County, Florida, and,

WHEREAS, McNabb Homes, Inc. is the owner and Developer of all property subject to the provisions of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, and

WHEREAS, Article VI, Section 6.3 of the Declaration provides for the amendment of the Declaration by the developer so long as the developer owns one lot or more in the subdivision, and

WHEREAS, the Developer still owns lots lying and being in Chestnut Creek Subdivision, and

WHEREAS, the Developer wishes to amend Article II, Section 2.1 to designate additional common areas as open space pursuant to the requirements of the Sarasota County Zoning Codes; and

WHEREAS, the Developer wishes to amend Article V, Section 5.1 to designate additional lots in Chestnut Creek as being subject to the specific Land Use Provisions provided in Article V, Section 5.1; and

WHEREAS, by Eighth Amendment to the Declaration of Maintenance and Land Use Provisions for Chestnut Creek the Developer amended Article V, adding Section 5.7 which provided specific land use provisions for Lots 364-374; Lots 399-418 and Lots 430-434 of Chestnut Creek; and

WHEREAS, the Developer wishes to amend Article V, Section 5.7 and to include additional lots 375-398 and 419-429 to be subject to the provisions of Article V, Section 5.7,

NOW, THEREFORE, Article II, Section 2.1 of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to include as additional common areas dedicated as open space pursuant to the requirements of the Sarasota County Zoning Ordinance that area designated as Tract E, of the Plat of The Manors of Chestnut Creek, Unit No. II.

NOW, THEREFORE, Article V, Section 5.1 of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to include as additional lots subject to the provisions of Article V, Section 5.1, that certain real property described in Exhibit A attached hereto to be platted into Lots 375 - 398 and 419 - 429 in Chestnut Creek.

NOW, THEREFORE, Article V, Section 5.7 of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to include as additional lots subject to the provisions of Article V, Section 5.7 that certain real property described in Exhibit B attached hereto to be platted as Lots 375 - 398 and 419 - 429 in Chestnut Creek.

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1615 Pick up

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4.00

NOW, THEREFORE, Article V, Section 5.7 of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek is hereby amended to read as follows:

Section 5.7, Lots 364 - 434. In addition to the Land Use Provisions provided for above, the following specific Land Use Provisions shall apply to Lots 364 - 434 in Chestnut Creek.

(a) Setback Requirements. For purposes of this paragraph, 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 lot or parcel shall be considered a part of the "Dwelling." No part of any dwelling shall be located nearer than twenty (20) feet from any point on the front lot line of any lot, or nearer than ten (10) feet from any point on the rear lot line of any lot, or nearer than six (6) feet from any point on the side lot line of any lot but not less than fifteen (15) feet between houses. In the event the rear lot line of a lot borders on 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 lot line or any point on said body of water, whichever is closer to the dwelling. The Developer, at its discretion, has the right to grant a variance to any setback requirements set forth in this paragraph.

(b) Architectural Plans. Prior to construction of any dwelling unit by any Homebuilder/Contractor a copy of the floor plans, exterior color schemes and elevations for the dwelling must be submitted for approval by the Developer. A review fee of \$100 must be included at the time of submittal to the Developer to offset costs of reviewing said plans.

(c) Type of Dwelling. All dwellings constructed, altered, permitted to remain or to be occupied on any lot or parcel shall conform to the following requirements in addition to all of the provisions of these covenants and restrictions to wit:

(1) All roofs of dwellings shall be of glazed tile, cement tile or slate bermuda style cement, unless otherwise approved by the Developer in writing. No aluminum roofs shall be permitted.

(2) Such dwellings 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.

(3) Garages shall be of at least two (2) car capacity and a minimum of 20' x 20' with provisions for automatic door openers. The minimum driveway width should be 16' except that the Developer may grant variances if the proposed driveway is compatible with the character and nature of the subdivision. The use of asphalt for driveways is prohibited.

(d) Timing of Construction of the Dwelling. Building construction of the dwelling must commence within twelve (12) months after the date of purchase by the lot owner/Builder from the Developer except that the Developer may grant variances for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction or if completion is impossible as a result of matters beyond control of the owner, such as strikes, casualty losses, national emergency or acts of God.

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

(f) Walls, Hedges and Fences. No fences, walls, hedges or other enclosures or dividers acting as the same shall be constructed, permitted, or maintained unless architecturally part of the dwelling structure and within the setback line established by Paragraph (a) above unless a written variance is granted by the Developer only after the Developer has received by Certified Mail a written request for said variance.

(g) Unsightly Objects. All unsightly objects including but not limited to side pads, air conditioning equipment, pool equipment, garbage cans, irrigation equipment and compressors shall be constructed or stored in such a fashion as to not be visible from adjacent properties or streets. The restrictions of Paragraph (f) notwithstanding, such unsightly objects shall be fenced, walled, hedged or otherwise enclosed unless a written approval is granted by the Developer.

(h) Awnings, Shutters and Canopies. Awnings, canopies and shutters, including hurricane storm shutters, shall not be permitted or fixed to the exterior of the dwelling without prior written approval of the Developer.

(i) Parking and Storage. Notwithstanding the provisions of Section 5.1(F) of this Declaration, no trucks, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking unless same are parked within an enclosed garage. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to owners, or used by Owners for loading and unloading purposes only. The provisions of this Section shall apply to trucks, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, Owners having a van or pickup truck for personal transportation purposes only, and not for commercial use, may park it on the driveway of their lot, but no lot may have more than one such vehicle regularly parked in the driveway.

(j) Outdoor Clothes Drying. No outdoor clothes drying facilities or apparatus shall be permitted.

(k) Solar Collector Guidelines. Any solar collector unit must first be approved in writing by the Developer only after the submission of a written request from the lot owner/builder to the Developer. The potentially most acceptable installation architecturally is one that is installed at the same pitch of the roof and is not to face the front of the residence or be visible from any adjacent street. The solar collectors must match the roof color as closely as possible.

(l) Landscaping Plans. A landscape plan shall be submitted for approval by the Developer prior to issuance of a certificate of occupancy. A minimum of \$500 front and

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side landscaping packages must be planted at the time of construction of the dwelling unit. Grass sod shall not be included as part of this package to meet the minimum cost required. Approved landscaping shall be completed not later than thirty (30) days after completion of the dwelling.

(m) Yards and Lawns. That portion of each lot, including the unpaved portion of a street right of way adjoining such lot, that is not covered by dwellings, patios, and walkways, shall be sodded with natural grass at the time of the original construction of improvements. Sodded shall be defined as fully matured grass and not plugs or seed. 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, provided however nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes of an otherwise sodded yard. All driveways, walks and parking areas shall be approved, and driveways and sidewalks shall be constructed or concrete drives to their intersection with a paved street to be constructed at the time of original construction of improvements and prior to issuance of a certificate of occupancy. Driveway and walkway design, location, materials and coloring shall be subject to Developer or Developer approval after Architectural Review.

(n) Irrigation System. All pumps for irrigation purposes shall be covered or enclosed in such a fashion as to not be visible from the street or adjacent properties. Irrigation from lakes shall be permitted after written approval from the Developer. Irrigation lines shall be constructed in such a fashion as to not be visible from the adjacent properties, lake banks and streets. Irrigation system plans shall be submitted to the Developer for approval.

(o) Pools. No above-ground 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 after Architectural Review. Likewise, the Developer may approve pools incorporated into improvements so approved even though such pool may be above grade. All pool enclosures shall be constructed to comply with applicable rules, regulations and standards of all governments having jurisdiction. The term "enclosed" shall mean the pool and surrounding patio area perimeter shall be bounded on all sides by parts of the approved dwelling, screened cages, or combinations thereof. Such enclosure may have reasonable gates and doors which may be closed to make the enclosure continuous. All such pools, screening and caging shall be subject to Architectural Review.

(p) Standard Mailboxes. All mailboxes shall be provided by and installed by the Developer at owner's expense. The intent of this restriction is to provide uniformity of mailbox designs throughout the subdivision.

(q) Right of Developer to Grant Variances. The absolute right and discretion is hereby reserved to Developer to grant variances from the obligations of Section 5.7 above in cases where not to grant such variance would create hardship in the opinion of Developer or where such variances would be in keeping with the spirit and intent of this instrument or would be such as to not adversely affect any

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neighboring owners or the Homesites or Chestnut Creek as a whole. Such variances, if granted, shall be granted upon written application of the Owner setting forth in detail the variance required and reason for it. Any such variance, if granted, shall be granted by Developer in writing and such variances must be executed with the formalities of a deed and recorded in the public records of Sarasota County, Florida, to become effective.

IN WITNESS WHEREOF, this Amendment is executed this 31 day of

August, 1989.

WITNESSES:

[Signature]

McNABB HOMES, INC.

By [Signature]
David McNabb, President.

(Corporate Seal)

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 David McNabb, well known to me to be the President of McNabb Homes, 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.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of August, 1989.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 24, 1991
SIGNED THIS NOTARY PUBLIC UNDERWRITER

This Instrument Prepared By:
Edwin M. Boyer, Esq.
Boyer & Boyer, P.A.
1800 Second St., Suite 765
Sarasota, Florida 34236

JOINDER

Sun Bank/Sarasota County, N.A. as mortgagee pursuant to a mortgage recorded in Official Record Book 2034, Page 2584 and in Official Records Book 2032, Page 2592 of the Public Records of Sarasota County, Florida joins in the foregoing instrument.

Dated: 09-12-89

WITNESSES:

Patty Hale

SUN BANK/SARASOTA COUNTY, N.A.
By William W. Timmeney
Senior Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12th day of September, 1989 by William W. Timmeney, as Senior Vice President of Sun Bank/Sarasota County, National Association, on behalf of the corporation.

Kerry Cheesman
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 10, 1993

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JOINDER

American Pioneer Savings Bank, as mortgagee pursuant to a mortgage recorded in Official Record Book 2108, Page 2546 of the Public Records of Sarasota County, Florida joins in the foregoing instrument.

Dated: 9/22/89

ATTEST:

Tracy Tooker
Tracy Tooker
Executive Secretary

AMERICAN PIONEER SAVINGS BANK

BY Barbara Hawley
Barbara Hawley
Assistant Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22nd day of Sept., 1989 by Barbara Hawley, Assistant Vice President of American Pioneer Savings Bank on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 24, 1991
NOTED THRU NOTARY PUBLIC UNDERWRITER

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RECORDED IN OFFICIAL
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RECORD VERIFIED
SEP 22 2 51 PM '89
KAREN E. RUSHING
CLERK OF DISTRICT COURT
SARASOTA COUNTY, FL.

104

ML-104

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TWELFTH
AMENDMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

** OFFICIAL RECORDS **
BOOK 2264
PAGE 139

This amendment is made this 20th day of December, 1990, by McNabb Homes, Inc., a Florida Corporation.

WHEREAS, Center Road Number One, Inc., as Developer caused that certain Declaration of Maintenance and Land Use Provisions for Chestnut Creek to be recorded in Official Records Book 1754 commencing at Page 1015 of the Public Records of Sarasota County, Florida together with amendments recorded subsequent thereto, and

WHEREAS, Center Road Number One, Inc. has conveyed all property subject to said Declaration to McNabb Homes, Inc. and assigned all of its rights, powers and privileges as Developer granted to it in said Declaration to McNabb Homes, Inc. by Assignment recorded in O.R. Book 2098, Pages 330 through 335 of the Public Records of Sarasota County, Florida, and,

WHEREAS, McNabb Homes, Inc. is the owner and Developer of all property subject to the provisions of the Declaration of Maintenance and Land Use Provisions for Chestnut Creek, and

WHEREAS, Article VI, Section 6.3 of the Declaration provides for the amendment of the Declaration by the developer so long as the developer owns one lot or more in the subdivision, and

WHEREAS, the Developer still owns lots lying and being in Chestnut Creek Subdivision, and

WHEREAS, Developer intends to amend Article III, Section 3.6 of the Declaration.

NOW THEREFORE, McNabb Homes, Inc., as Developer hereby amends the Declaration of Maintenance and Land Use Provisions for Chestnut Creek recorded in Official Records Book 1754 at Pages 1015 through 1045, inclusive of the Public Records of Sarasota County, Florida as follows:

105

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Article III, Section 3.6 entitled Guaranty is hereby amended
in its entirety to read as follows:

Section 3.6 Guaranty. The Developer reserves the right to control all the affairs and operations of the Master Association until all lots in Chestnut Creek have been sold or until Developer may elect in writing to surrender such control. Until such time as either of the two events described above takes place, the Developer guarantees that the annual assessment for each lot owner payable to the Master Association shall not exceed Two Hundred Dollars (\$200.00) for the period beginning January 1, 1991 and for subsequent years shall not be increased more than twenty-five percent (25%) of any prior year's assessments. The Developer further agrees that during such time as it controls the affairs and operations of the Master Association, the Developer shall pay any amount of expenses incurred by the Master Association in the performance of its duties and obligations as described herein in excess of the amount produced by the combined annual assessments of individual lot owners excluding any special assessments provided for in Article III, Section 3.5(b). There shall be no obligation upon the Developer to pay any regular assessment hereunder on any lot it owns in Chestnut Creek. The obligation to make regular assessment payments hereunder shall inure to an individual lot owner upon transfer of title to the lot to said lot owner.

IN WITNESS WHEREOF, this Amendment is executed this 20th day of December, 1990.

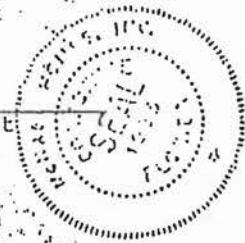
WITNESSES:

Richard P. Harne
John Stuprud

McNABB HOMES, INC.

By David McNabb, President

(Corporate Seal)



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 David McNabb, well known to me to be the President of McNabb Homes, 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.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of December, 1990.

Burton A. Williams
Notary Public



My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires:
October 10, 1993

This Instrument Prepared By:
Edwin M. Boyer, Esq.
Boyer & Boyer, P.A.
1800 Second St., Suite 765
Sarasota, Florida 34236

RECORDED IN OFFICIAL
RECORDS
RECORDED
DEC 21 3 09 PM '90
KAREN E. RUSSELL
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL.

THIRTEENTH
AMENDMENT TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR CHESTNUT CREEK

This amendment is made this 1st day of June, 1997, by
McNabb Homes, Inc., a Florida Corporation.

WHEREAS, Center Road Number One, Inc., as Developer caused
that certain Declaration of Maintenance and Land Use Provisions for
Chestnut Creek to be recorded in Official Records Book 1754
commencing at Page 1015 of the Public Records of Sarasota County,
Florida together with amendments recorded subsequent thereto, and

WHEREAS, Center Road Number One, Inc. has conveyed all
property subject to said Declaration to McNabb Homes, Inc. and
assigned all of its rights, powers and privileges as Developer
granted to it in said Declaration to McNabb Homes, Inc. by
Assignment recorded in O.R. Book 2098, Pages 330 through 335 of the
Public Records of Sarasota County, Florida, and

WHEREAS, McNabb Homes, Inc. is the owner and Developer of all
property subject to the provisions of the Declaration of
Maintenance and Land Use Provisions for Chestnut Creek, and

WHEREAS, Article VI, Section 6.3 of the Declaration provides
for the amendment of the Declaration by the developer so long as
the developer owns one lot or more in the subdivision, and

WHEREAS, the Developer still owns lots lying and being in
Chestnut Creek Subdivision, and

WHEREAS, Developer intends to amend the following Provisions
of The Declaration:

(a) Article III, Section 3.3(b) to change the date of notice
to owners of budget and assessments;

(b) Article III, Section 3.4 to change the month during which
the budget is to be prepared and assessments are levied;

(c) Article III, Section 3.5 (a) to change the delinquency
date for payment of annual assessments; and

(d) Article IV, Section 4.6, Animals.

(e) Article III, Section 3.1 (a) Membership in the Master
Association.

Returned To: Argus Property Mgmt., Inc.
AHN: CC. Hester
P.O. Box 25065
Sarasota, FL 34277-2065

ML-107

NOW THEREFORE, McNabb Homes, Inc., as Developer hereby amends the Declaration of Maintenance and Land Use Provisions for Chestnut Creek recorded in Official Records Book 1754 at pages 1015 through 1045, inclusive of the Public Records of Sarasota County, Florida as follows:

Article III, Section 3.1 entitled Membership in the Master Association is hereby amended in its entirety to read as follows:

Section 3.1 Membership in the Master Association. Every Owner shall be a member of the Master Association, which shall be a Florida corporation not for profit. As provided in its articles of incorporation, Developer shall have the right to elect a majority of the board of directors until it no longer intends to offer for sale to the public any of the land described in Exhibits A and B, or until it no longer owns any of the land described in Exhibits A and B, whichever first occurs. Subject to this right, each Owner shall have the voting rights provided in the Articles of Incorporation of the Master Association.

Article III, Section 3.3(b) entitled Annual Maintenance Assessment is hereby amended in its entirety to read as follows:

Section 3.3 Annual Maintenance Assessment. 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 Master Association on or before December 1 of each year, of

(1) The percentage applicable to the Owner's individual parcel, and the manner by which the percentage was calculated.

(2) The Master Association's annual budget for the upcoming year.

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

(4) Any amounts due from or repayable to the Owner with respect to any underexpenditure or overexpenditure from the prior year's budget.

However, these provisions shall not apply during any period of time that Developer is in control of the Master Association and has also guaranteed the maximum amount of maintenance assessments payable by owners of lots in Chestnut Creek.

The introductory paragraph to Article III, Section 3.4 entitled Assessment and Budget is hereby amended in its entirety to read as follows:

Section 3.4 Assessment and Budget. Prior to November 30, 1990, and in the month of November of each subsequent year, the Master Association shall establish a budget and levy an assessment for the upcoming year 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 Association's board of directors to allow it to carry out its purposes, which may include the following:

ML-108

Article III, Section 3.5 (a) entitled Collection of Annual Maintenance Assessments and Special Assessments is hereby amended in its entirety to read as follows:

Section 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 advanced by each Owner on or before February 1 of each year at the offices of the Master Association in Sarasota, Florida, or at such other place as may be designated by the Master Association. The assessment shall become delinquent if not paid by February 1 of the calendar year in which it is assessed. Any unpaid assessments shall bear interest from the date of delinquency until paid at the rate of 18% per annum, unless this rate is subsequently changed by the board of directors of the Master Association. However, in no event shall the rate be more than the maximum legal rate for individuals in the State of Florida.

Article IV, Section 4.6 entitled Animals is hereby amended in its entirety to read as follows:

Section 4.6. Animals. No reptiles, birds, livestock, poultry or animals shall be kept or permitted on the Lots, except domestic canines and felines as household pets and ornamental birds in cages, provided moreover that any domestic canine shall be kept on a leash when outside. No animals are to be kept, bred or maintained for any commercial purpose and none shall be allowed to become a nuisance to other residents of the neighborhood. No animals shall be allowed to create noise audible on any adjoining lot to such an extent as to be offensive to a person or ordinary sensitivity. All animal droppings must be picked up by the owner of the animal and not defile any property.

IN WITNESS WHEREOF, this Amendment is executed this 1 day of

June, 1992.

WITNESSES:

Susan McKinnis

McNABB HOMES, INC.

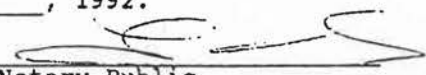
By David McNabb, President

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 David McNabb, as President of McNabb Homes, 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. He is personally known to me or has produced _____ as identification and did or did not take an oath.

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WITNESS my hand and official seal in the County and State last
aforesaid this 1 day of June, 1992.


Notary Public

Edwin M. Boyer
Printed Notary Name

My Commission Expires:

11-12-94

Commission No. CC061949

This Instrument Prepared By:
Edwin M. Boyer, Esq.
Boyer & Boyer, P.A.
1800 Second St., Suite 765
Sarasota, Florida 34236



ML-110

JOINDER

Sun Bank/Sarasota County, National Association, as assignee of certain Declaration of Rights assigned by McNabb Homes, Inc. by Assignment dated December 20, 1991 recorded at Official Records Book 2354, Page 1552, of the Public Records of Sarasota County, Florida joins in the foregoing instrument insofar as it is in possession of any of said Declaration Rights subsequent to that certain Assignment of Certain Developer Rights Relating to the Patio Homes of Chestnut Creek dated June 30, 1992.

ATTEST:

SUN BANK/SARASOTA COUNTY,
NATIONAL ASSOCIATION

Edward N. Boland
EDWARD N. BOLAND

Edwin L. Ford
EDWIN L. FORD

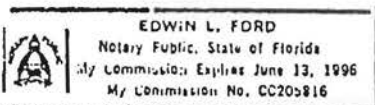
By: Stephen J. Putnam 8/17/92
STEPHEN J. PUTNAM, Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14th day of August, 1992 by STEPHEN J. PUTNAM as Vice President of Sun Bank/Sarasota County, National Association on behalf of the corporation, who is personally known to me and who did take an oath.

Edwin L. Ford
Notary Public
Edwin L. Ford

My Commission Expires:



ML-111

JOINDER

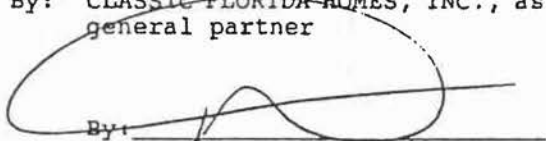
OFFICIAL RECORDS
BOOK 2454 PAGE 391

CLASSIC FLORIDA HOMES/PATIO LTD., a Florida Limited Partnership, as assignee of certain developer rights assigned by SUN BANK/SARASOTA COUNTY, a National Association, by Assignment of Certain Developer Rights Relating to the Patio Homes of Chestnut Creek dated June 30, 1992 recorded in Official Records Book 2413, page 2627 of the Public Records of Sarasota County, Florida, ("the Assignment") joins in the foregoing Thirteenth Amendment to Declaration of Maintenance and Land Use Provisions For Chestnut Creek in so far as required by virtue of said Assignment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder this 19th day of October, 1992.

CLASSIC FLORIDA HOMES/PATIO LTD., a Florida Limited Partnership

By: ~~CLASSIC FLORIDA HOMES, INC.~~, as general partner

By: 
REED W. MAPES, President

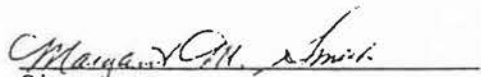
STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this day of October, 1992, by REED W. MAPES, as President of CLASSIC FLORIDA HOMES, INC., a Florida corporation, as general partner of CLASSIC FLORIDA HOMES/PATIO FLORIDA LTD., a Florida Limited Partnership,

☒ who is personally known to me,
☐ who produced _____ as identification,

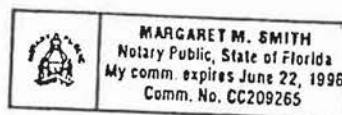
who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him by said corporation and he affixed thereto the official seal of said corporation.

(Notary Seal)


Signature
Margaret M. Smith
Print Name
NOTARY PUBLIC - STATE OF FLORIDA
Commission No. _____

My Commission Expires:

gjh. j
Joinder



ML-112