

Return Recorded Instrument To:
Len Smally, Manager
Meadows Community Association
2004 Longmeadow
Sarasota, FL 34235

JUL 14 2008
MK 1130

Instrument Prepared By Liz Johnson, MCA
Administrative Assistant



CERTIFICATE OF AMENDMENT
TO
DECLARATIONS OF RESTRICTIONS
FOR SINGLE FAMILY LOTS
OF
DEVONSHIRE PLACE

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2008093440 1 PG
2008 JUL 08 04:09 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CEGLETO Receipt#1066382

The undersigned, as President of The Meadows Community Association, Inc., a Florida Corporation not-for-profit, does hereby certify:

That by a two-thirds majority vote of the members of Devonshire Place voted to amend The Declaration of Restrictions, Paragraph 2, "Land Use and Building Type" as follows:

Near the end of Paragraph 2, "Land Use and Building Type" delete the following sentence: "Composition of all roofs shall consist of concrete tile or other material approved by the developer." And add the following sentence: "Composition of all roofs shall consist of concrete barrel tile or other barrel tile, all of a color consistent with existing colors in Devonshire Place and approved by The Meadows Community Association."

Anthony Sawyer 7/3/08
Anthony Sawyer, MCA President Date

[Signature] 7/3/08
Witnessed by: Date

Liz Johnson 7-3-08
Witnessed by: Date

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of July, 2008
by Anthony Sawyer, personally known to me.

KATHLEEN M. GIBSON
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD 793997
My Comm. Expires June 2, 2012

Kathleen M. Gibson
Signature of Notary Public-State of Florida

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR DEVONSHIRE PLACE

** OFFICIAL RECORDS **
BOOK 2391 PAGE 1914

1950
4.00 amount

WHEREAS, the undersigned, Monarch Homes of Sarasota, Inc. ("Developer"), is the owner of all lots affected by that certain Declaration of Restrictions of Devonshire Place recorded in Official Record Book 2333, Page 492, Public Records of Sarasota County, Florida, and being the Developer named in such Declaration, pursuant to the Declaration has determined to modify the Declaration as set forth herein and to amend the Declaration to correct certain errors in its original recording by Sarasota County..

NOW THEREFORE, the undersigned hereby declares that the Declaration is hereby modified and amended as follows:

1. Paragraph 22 is amended to add the following:
Any solar heating equipment located on the roof of the residence constructed on a lot shall be flush mounted and square with the roof line of such residence.
2. Paragraph 6 is revised to delete the height restriction for hedges. Further the last sentence of paragraph 6 is corrected to read as follows: "No hedge (nor screening wall or fence) shall block any drainage utility or lake maintenance easement as described in paragraph 8 below."
3. Paragraph 11 is replaced with the following new paragraph 11: "11. Signs. Other than signs used or approved by Developer (or its assigns), no sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot used to designate the name of the resident. Any sign advertising the property for sale or rent or signs used by a builder, other than signs used or allowed by Developer, shall be subject to approval by Developer (or its assigns)."
4. Paragraph 13 is amended to add the following sentence: "Provided however, during the construction of a residence or improvements thereto, construction debris and trash may be kept in wire enclosures and/or dumpsters or containers in accordance with applicable governmental ordinances, rules and regulations."
5. Paragraph 18 is amended to delete the second sentence requiring a lot owner to install and maintain a street light or lamp.
6. Paragraph 8 is amended to complete the recording information of the Plat to be Plat Book 35, Pages 23, 23A through 23D, inclusive, Public Records of Sarasota County, Florida.
7. Page 4 of the Declaration as recorded, repeated page 3 in its entirety and was not the actual page 4 of the Declaration. Therefore page 4 of the Declaration is deleted in its entirety and replaced with page 4 attached as Exhibit "A" to this Amendment.

As amended hereby, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this First
Amendment as of April 23, 1992

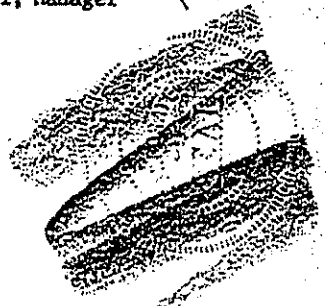
Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

MONARCH HOMES OF SARASOTA, INC.,
a Florida corporation

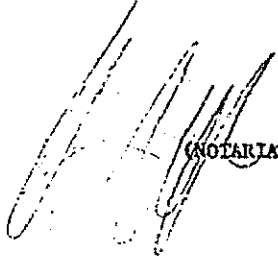
BY: [Signature]
Timothy Towell, Manager

OFFICIAL RECORDS **
BOOK 2391 PAGE 1916

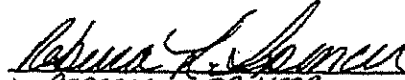


STATE OF FLORIDA)
) ss.
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 25th day of April, 1992 by Timothy Towell, Manager, of MONARCH HOMES OF SARASOTA, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced himself as identification and who has not taken an oath.


(NOTARIAL SEAL)

SHAW:2572


* Robert L. SPENCER
*(Type Name of Notary Public)
I am a Notary Public of the State of Florida, and my commission expires on May 27, 1993
My Commission Expires May 27, 1993
Notary Public State of Florida

OFFICIAL RECORDS **
BOOK 2391 PAGE 1918

Exhibit "A"

OFFICIAL RECORDS **
BOOK 2391 PAGE 1917

14. Visible Parking or Storage. With the exception of bicycles and family-type noncommercial automobiles, no vehicle of any kind shall be parked or stored on the premises except inside an enclosed garage. No carts, trucks, motor homes, trailers, boats, racing cars or commercial equipment shall be parked or stored on any private or public street in "Devonshire Place" or on any lot exposed to view from an adjacent lot. No disabled vehicle shall be stored on the premises except on a temporary basis (less than one (1) week).

15. Recreation Equipment. All basketball courts, backboards, volleyball nets, swingsets, sandboxes, picnic tables and other outdoor recreational equipment shall be installed, maintained or used in the rear of a residence only and shall not be installed or located in such manner as to be exposed to view from any public or private street.

16. Driveway. All driveways shall be paved in concrete and must extend from the garage to the adjacent street pavement. Such driveways shall be constructed of reinforced concrete having a minimum thickness of 4 inches and having either a trowel or broom finish, or an exposed aggregate finish or other surface finish approved by Developer (or its assigns). All driveways must be approved by the Developer (or its assigns) as to location, construction material, color and design. No driveways shall be permitted from the side street lot line.

17. Water and Sewer. All buildings shall use and be connected to the central water and sewerage service made available by the Developer; no well shall be drilled on any lot, except upon approval by the Developer (or its assigns) and appropriate governmental agencies. No septic tank shall be installed, used or maintained on any lot.

18. Underground Utilities. Street Lamps. All utility lines and lead-in wires, including but not limited to, electrical lines, cable television lines, telephone lines, water, and sewerage located within the confines of any lot or lots shall be located underground. Each lot owner, upon completion of construction of a residence upon the lot shall be required to install (and thereafter maintain, repair and replace) a street light or lamp in the area between the front lot line and the pavement of the private or public street, which street light or lamp and the location thereof shall be subject to Developer's (or its assigns) approval.

19. Lawns and Landscaping. Upon completion of construction of the residence on each lot, there shall be planted in the front yard ONE (1) tree for each ONE THOUSAND (1,000) square feet of front yard (such trees to have a trunk measuring at least TWO (2) inches in diameter ONE (1) foot above ground level) and to be of a native species (as defined by the County of Sarasota) and approved by Developer (existing trees living subsequent to completion of construction shall qualify towards this requirement). No living trees shall be removed without the prior written approval of Developer (or its assigns). All yards shall be grass sodded and landscaped pursuant to the approved landscape plan, which sodding and landscaping shall be completed prior to occupancy of the residence and thereafter maintained in good condition by the lot owner. All lawns in the rear and side of each residence shall be extended to the pavement line (except for lots 32, 33, 34, 35, 36, 37 and 21, who shall not be required to extend their lawn beyond the lot line to the pavement of Honore Avenue), the lot line or the waters of any adjacent lake or pond (even if same is beyond the lot line), as the case might be. All lawns in the front of each residence shall extend to the pavement line even if same is beyond the lot line. Each lot owner shall be solely responsible for the installation, maintenance, repair and replacement of the irrigation system servicing said lot and shall be solely responsible for watering of the lawns. No gravel, blacktop or paved parking strips shall be constructed or maintained except those installed by Developer or approved as set forth in Paragraph 3 above. An underground sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all lots or parcels.

20. Clotheslines. No clotheslines or drying yards shall be located as to be visible from neighboring lots.

21. Maintenance of Premises. Each lot owner shall be responsible the continuing proper maintenance and care of his lot. All landscaped areas shall be served by an automatic underground irrigation system kept in good

RECORDED IN OFFICIAL RECORDS
FILED
APR 19 1964
COUNTY OF SARASOTA

DECLARATION OF RESTRICTIONS

91099994

OF

DEVONSHIRE PLACE

OFFICIAL RECORDS **
BOOK 2333
PAGE 492

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WHEREAS, MONARCH HOMES OF SARASOTA, INC., a Florida corporation, whose address is 4985 Ringwood Meadow, Sarasota, Florida 34235, herein called the "Developer," being the owner of the following described property in Sarasota County, Florida:

See Exhibit "A" attached hereto and made a part hereof.

and;

WHEREAS, it is the desire and intention of Developer to improve and develop the property described above as residential homesites which will be conveyed on a fee simple basis as individual lots and residences constructed thereon; and to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all the land in Devonshire Place and the future owners of those lands;

NOW, THEREFORE, Developer hereby declares that all of the property described above is and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are in furtherance of a development plan for Devonshire Place and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the land and every part thereof. All of the following limitations, restrictions, conditions and covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any of the above described lots:

PLEASE RETURN TO GLENN BOARD RECORDS

1. The Meadows Community Association, Inc. Every owner of a lot in this subdivision shall automatically become a member of The Meadows Community Association, Inc., a Florida corporation not for profit (hereinafter called "Management Company"), pursuant to the provisions set forth in the Declaration of Maintenance Covenants and Restrictions on The Commons for The Meadows recorded in Official Records Book 1113, Page 715, Public Records of Sarasota County, Florida as thereafter amended from time to time; and all of the terms and provisions thereof and any future amendments thereto shall be binding upon and the benefits shall inure to each and every owner of lots in this subdivision. Developer, as declarant of these covenants and restrictions, for each lot in Devonshire Place hereby covenants, and each owner of a lot in Devonshire Place by acceptance of a deed therefor from Developer, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay Management Company the assessments and charges established and collected as provided in said Declaration of Covenants.

2. Land Use and Building Type. No lot shall be used except for residential purposes. No building or other improvements shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories or thirty (30) feet in height above normal ground level (which shall be deemed to be eighteen (18) inches above street level). Each dwelling shall be constructed with an enclosed ~~two-car~~ garage. Such replacements as may be occasioned by fire or other casualty or wear, tear and decay must be made only as herein provided. No detached structures shall be erected or permitted, and all patios, screen enclosures or other auxiliary buildings, if permitted, shall be attached and made a part of the dwelling house. No pool, whirlpool, jacuzzi or similar type device, decking, fence or other improvement located outside the enclosed areas of the residences, except those originally constructed by Developer, shall be constructed or permitted without Developer's (or its assigns) prior written consent. No air conditioning and heating equipment, pool pump, pool heating equipment (including solar device), or other mechanical equipment shall be permitted unless it is appropriately located and/or fenced or screened in accordance with the provisions of Paragraph 6 below. No exterior statuary or other decorative objects shall be permitted without the express written permission of the Developer (or its assigns). The grade level of each lot as initially established by Developer shall not be altered nor shall any filling be done that will materially affect the proper drainage of

adjacent property. No repair, replacement, change or modification shall be made to any of the residences constructed on the lots which will in any manner modify or change the exterior appearance of such residences except with the consent and approval required in paragraph 3. No additions shall be placed on any structure, no screens, porches or lanais shall be enclosed, no garages shall be closed in or converted to any purpose other than garage and utility areas and no other structural change shall be made of whatever kind or nature, except with the consent and approval required in paragraph 3. No landscaping (including but not limited to sod, plantings, trees or flowers) shall be added or changed, except with the consent and approval required in paragraph 3. The proposed finished floor elevation of each building on each lot will be established by Developer prior to commencement of construction. The buildings to be erected or maintained shall be of new and durable material. Cement block, if any, must be veneered with wood (excluding plywood), brick, stone, stucco or other material approved by Developer (or its assigns). Composition of all roofs shall consist of concrete tile or other material approved by Developer (or its assigns). The purpose and intent of this paragraph is to maintain a uniform appearance in all buildings and landscaping and to cause all repairs and replacements of such buildings to be of the same kind, character and quality as originally constructed by Developer, all with a view toward maintaining the common appearance and scheme of "Devonshire Place."

3. Architectural Control. No structural or exterior repair, additions, modifications or rebuilding of or to any building located on any lot shall be commenced or performed until the construction plans and specifications and a plan showing the exact work to be performed have been approved by Developer (or its assigns) as to the quality of workmanship and material, harmony of external design and appearance with existing structures, and as to the location with respect to topography and finished grade elevation. No landscaping (including but not limited to sod, plantings, trees or flowers) shall be added or changed unless approved by Developer (or its assigns). No fence, walls or hedge shall be erected or placed on any lot unless similarly approved by Developer (or its assigns). The purpose hereof is to maintain "Devonshire Place" with the same appearance as when completed by Developer and any of the foregoing which, in the sole opinion of Developer (or its assigns), will not improve or enhance such appearance will be denied. A lot owner seeking approval shall submit two (2) copies of plans and specifications to Developer (or its assigns) for review. Written approval or disapproval shall be granted within thirty (30) days after submission of complete plans and specifications.

4. Assignment of Developer's Rights. Developer may assign any and all of its rights under this Declaration (including but not limited to architectural control) to another developer or Management Company at any time, but shall not be required to assign this architectural control until all of the lots in "Devonshire Place" have been sold by Developer.

5. Building Locations. Subject to Developer's (or its assigns) right to grant variances, no building, structure or other improvement shall be located on any lot nearer to the front lot line than twenty (20) feet, nor nearer to any rear lot line than fifteen (15) feet or the minimum setback allowed pursuant to governmental ordinances and regulations (which is 30 feet for Lots 22, 23, 30 and 31), nor nearer to any side lot line than FIVE (5) feet. "Front" lot line shall mean the lot line bordering on the street on which the lot is located. All dwellings must face such street, except dwellings on corner lots (only Lots 37, 21, 26, 25 and 22 shall be deemed to be corner lots) which may face either street or be angled to the intersection of such streets. With corner lots the lot line on the intersecting streets shall all be deemed front lot lines and the remaining lines all be deemed side lot lines. "Side" lot lines shall mean the lot lines intersecting the front lot line and "Rear" lot lines shall mean a lot line opposite the "Front" lot line (except in the case of corner lots as mentioned above). Developer (or its assigns) shall have the right to vary setbacks in order to accommodate the building and improvements. Swimming pools, screened pool enclosures or screened patio enclosures may be located as near as to the rear or side lot line as Developer (or its assigns) shall deem desirable notwithstanding the greater rear setback requirement for other improvements. The distance from the lot lines to the structure shall be measured along a straight line from the closest points. Roofed porches, roofed patios and lanais, or any other roofed portion of the building, shall be considered as a part of a building for the purposes of this covenant; provided, however, the

set backs shall not be measured from the eaves or overhanging portion of the roof but instead from the exterior face of the outside walls of the building and improvements, but air conditioning and pool equipment screening walls shall not be deemed to be exterior walls from which the set backs are to be measured. For the purposes of this covenant any person owning two adjacent lots may disregard the common lot line between the two adjacent lots if the dwelling is to be located on both lots upon condition that Developer (or its assigns) approves such construction and provides written release of any existing lot line easement and any existing utility lines or drainage lines are relocated at Owner's expense. Setbacks as described in this paragraph are minimum setback requirements, and in addition to the rights to vary therefrom set forth above, the set backs may be increased, decreased or altered by Developer (or its assigns) in such a manner as Developer in its sole discretion shall determine on a case-by-case basis for reasons which, in Developer's (or its assigns) sole discretion and judgment, enhance the value, desirability and attractiveness of the subdivision, or to accommodate the construction of a particular residence on a particular lot.

6. Fences, Hedges and Walls. No fences or walls (other than air condition equipment and/or pool equipment screening walls or fences) shall be constructed on any lot without Developer's (or its assigns) prior written consent. Any hedge installed or maintained between the rear setback line and the rear lot line or between any exterior side setback line and interior side lot line shall not be in excess of 5 feet 6 inches above ground level, and any hedge must be approved by Developer (or its assigns) as to location and plant species. No hedge (nor screening wall or fence) shall not block any drainage, utility or lake maintenance easement as described in paragraph 8 below.

7. Resubdivision Prohibited. No lot or group of lots shall be resubdivided without Developer's (or its assigns) express written approval.

8. Easements. The property comprising Devonshire Place and the lots are subject to all easements shown, dedicated, granted or reserved on the plat of Devonshire Place recorded in Plat Book _____, Page _____, Public Records of Sarasota County, Florida. Except as permitted by Developer (or its assigns) within these easements no structure, planting, fill, or other material shall be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of utilities or drainage. The slope, grade, and elevation of the ground surface within the easement may not be modified in any manner which might interfere with drainage of surface waters.

9. Nuisances. No noxious, unsightly or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance of nuisance to the neighborhood.

10. Temporary Structures. No structure of a temporary character, trailer, house trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot any time either temporarily or permanently, with the exception of the customary general contractor's office or trailer, debris collection container and portable restroom facilities but only during the course of construction of improvements on the lot.

11. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot used to designate the name of the resident. Any sign advertising the property for sale or rent, or signs used by a builder or Developer to advertise the property during the construction and sales period shall be subject to approval by Developer (or its assigns).

12. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other customary household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and do not become a nuisance to other residents of the neighborhood.

13. Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall only be kept in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring lots.

set backs shall not be measured from the eaves or overhanging portion of the roof but instead from the exterior face of the outside walls of the building and improvements, but air conditioning and pool equipment screening walls shall not be deemed to be exterior walls from which the set backs are to be measured. For the purposes of this covenant any person owning two adjacent lots may disregard the common lot line between the two adjacent lots if the dwelling is to be located on both lots upon condition that Developer (or its assigns) approves such construction and provides written release of any existing lot line easement and any existing utility lines or drainage lines are relocated at Owner's expense. Setbacks as described in this paragraph are minimum setback requirements, and in addition to the rights to vary therefrom set forth above, the set backs may be increased, decreased or altered by Developer (or its assigns) in such a manner as Developer in its sole discretion shall determine on a case-by-case basis for reasons which, in Developer's (or its assigns) sole discretion and judgment, enhance the value, desirability and attractiveness of the subdivision, or to accommodate the construction of a particular residence on a particular lot.

6. Fences, Hedges and Walls. No fences or walls (other than air condition equipment and/or pool equipment screening walls or fences) shall be constructed on any lot without Developer's (or its assigns) prior written consent. Any hedge installed or maintained between the rear setback line and the rear lot line or between any exterior side setback line and interior side lot line shall not be in excess of 5 feet 6 inches above ground level, and any hedge must be approved by Developer (or its assigns) as to location and plant species. No hedge (nor screening wall or fence) shall not block any drainage, utility or lake maintenance easement as described in paragraph 8 below.

7. Resubdivision Prohibited. No lot or group of lots shall be resubdivided without Developer's (or its assigns) express written approval.

8. Easements. The property comprising Devonshire Place and the lots are subject to all easements shown, dedicated, granted or reserved on the plat of Devonshire Place recorded in Plat Book _____, Page _____, Public Records of Sarasota County, Florida. Except as permitted by Developer (or its assigns) within these easements no structure, planting, fill, or other material shall be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of utilities or drainage. The slope, grade, and elevation of the ground surface within the easement may not be modified in any manner which might interfere with drainage of surface waters. Tract CXXV (streets) and Tract CXXVII (open space), as shown on the plat of Devonshire Place have been dedicated to the Management Company, who is responsible for perpetually operating and maintaining such areas.

9. Nuisances. No noxious, unsightly or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance of nuisance to the neighborhood.

10. Temporary Structures. No structure of a temporary character, trailer, house trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot any time either temporarily or permanently, with the exception of the customary general contractor's office or trailer, debris collection container and portable restroom facilities but only during the course of construction of improvements on the lot.

11. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot used to designate the name of the resident. Any sign advertising the property for sale or rent, or signs used by a builder or Developer to advertise the property during the construction and sales period shall be subject to approval by Developer (or its assigns).

12. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other customary household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and do not become a nuisance to other residents of the neighborhood.

13. Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall only be kept in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring lots.

working order by each owner. Maintenance of landscaping shall include watering, fertilizing, mowing, trimming and the prompt replacement of dead trees, shrubs, lawn or other landscaping, including those lying between the pavement line of any adjacent street (except for Lots 32, 33, 34, 35, 36, 37 and 21, which shall not be required to maintain any area within the Honore Avenue road right of way) and the lot line or the waters of any adjacent lake or pond and the lot line. All weeds, underbrush or other unsightly growths over SIX (6) inches high shall be promptly removed from the property by the lot owner. No trash, debris, refuse pile, decaying matter or other unsightly objects shall be placed upon or allowed to remain upon the property. If the owner shall fail or refuse to keep the property in a neat and clean condition by preventing the placement of or failing to promptly remove these, or any other unsightly growths or objects, then Developer (or its assigns) may enter upon the property and remove the same at the expense of the Owner. Such entry shall not be deemed a trespass, and the Owner for himself, his successors and assigns, does hereby request that such acts be performed by Developer (or its assigns) if at any time the same is not performed by the Owner or party in possession of the property. The Owner agrees to pay Developer (or its assigns) for such work within THIRTY (30) days after the same is performed. If any such Owner fails to pay as above provided, Developer (or its assigns) may take such legal action as it may deem appropriate to enforce its claim against such owner including, but not limited to, injunctive relief.

22. Exterior Facilities and Equipment. No exterior television or radio antenna, satellite dish or other device, shall be installed or maintained on the premises without Developer's (or its assigns) prior written consent. Solar hot water heating equipment and piping may be installed, but only on the rear roof of the residence and in such manner that it will not be visible from the front lot line. All garbage and trash containers used on the property shall be within walled-in or fenced-in areas so as not to be visible from the street. No clotheslines or clothes drying facilities shall be installed or erected in the front yard of a home or within any easement area or between the lot lines and the setback lines provided for herein or as reflected on the plat of this subdivision. Such permitted facilities shall be installed or erected only when completely screened from view of neighboring properties by decorative walls, fences or landscaping approved by Developer (or its assigns) in accordance with the provisions of Paragraph 3 above.

23. Enforcement. These covenants and restrictions may be enforced by Developer (or its assigns) or by any Owner of a lot within Devonshire Place, by an action at law or in equity against any person violating or attempting to violate the covenants and restrictions. The party bringing the action may recover damages and/or injunctive relief and the successful party shall be entitled to recover costs and attorneys' fees.

24. Term. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of recording, after which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 66-2/3 percent of the then Owners of the above described lots agreeing to terminate said covenants and restrictions in whole or in part has been recorded in the Public Records.

25. Modification. These restrictions may be modified at any time by an instrument in writing signed and acknowledged by the then Owners of 66-2/3 percent of the above described lots. The Owners of the lots hereby appoint the Developer (or its assigns) as their agent until buildings are constructed on each of the above described lots in the subdivision for the purpose of making minor changes or waiving minor violations in these restrictions. In addition, Developer shall have the right to amend these restrictions as may be necessary or desirable from time to time (prior to the conveyance of all lots subject to these restrictions by Developer) to make the restrictions comply with the requirements or county ordinances, or to gain acceptance or approval of any institutional mortgage lender or title insurer.

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

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name and its corporate seal to be hereunto affixed by its undersigned duly authorized agent this 22nd day of August, 1991.

Signed, Sealed and Delivered
in the Presence of:

[Signature]

MONARCH HOMES OF SARASOTA, INC.,
a Florida corporation

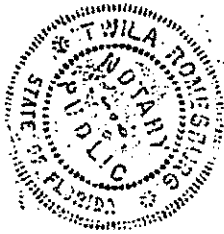
By: [Signature]

ROBERT G. WERNICK

As its VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22nd day of August, 1991, by Robert G. Wernick as Vice President of MONARCH HOMES OF SARASOTA, INC., a Florida corporation or behalf of the corporation.



[Signature]
Notary Public, State of Florida
My Commission expires: 1-29-93

OFFICIAL RECORDS **
BOOK 2333
PAGE 497

JOINDER AND MODIFICATION
OF DEED RESTRICTIONS AND EASEMENTS

** OFFICIAL RECORDS **
BOOK 2333 PAGE 498

Taylor Woodrow Homes Limited, a United Kingdom corporation ("TW"), being the grantor named in that certain warranty deed recorded in Official Records Book 2272, Page 1944, Public Records of Sarasota County, Florida (the "Deed"), hereby joins in and consents to the foregoing Declaration of Restrictions of Devonshire Place (the "Declaration"), to evidence its approval thereof.

IN WITNESS WHEREOF, TW has executed this joinder as of the 30th day of JULY, 1991.

Witnesses:

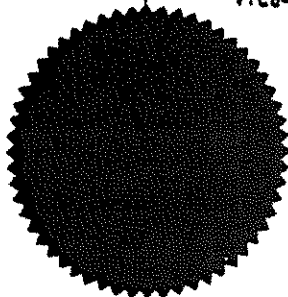
TAYLOR WOODROW HOMES LIMITED,
a United Kingdom corporation

M. P. Richardson

M. P. RICHARDSON
Name of Witness:

By: [Signature]
Vice-President

J. Gabriel
Name of Witness: J. A. GABRIEL



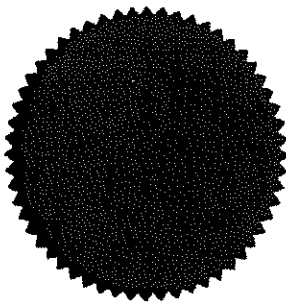
COUNTRY OF UNITED KINGDOM
COUNTY PROVINCE OF MIDDLESEX

The foregoing instrument was acknowledged before me this 30th day of July, 1991, by ROGER FRANK POSTLETHWAITE as VICE-President of TAYLOR WOODROW HOMES LIMITED, a United Kingdom corporation on behalf of the corporation.

(NOTARIAL SEAL)

SHAW:1262

[Signature] (M. T. FULLER)
Notary Public
My Commission Expires: facultly [unclear]
so long as I shall practice.



SAID PROPERTY BEING ALSO DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

A tract of land lying in the Southwest 1/4 of Section 12, Township 36 South, Range 18 East, Sarasota County, Florida, also being a portion of Parcel II of The Meadows Subdivision, Unit 16, according to the Plat thereof recorded in Plat Book 33, Pages 25, 25A, 25B, and 25C of the Public Records of Sarasota County, Florida. Said tract being more specifically described as follows:

For a point of reference, commence at the Southwest corner of said Section 12, Township 36 South, Range 18 East, Sarasota County, Florida; run thence S.89°18'10" E. along the South boundary thereof a distance of 75.00 feet, to a point on the Easterly right-of-way line of Honore Avenue; thence N. 0°02'03" E. along said right-of-way line a distance of 0.87 feet to the P.C. of a curve to the right having a radius of 857.41 feet; thence 59.16 feet along said Easterly right-of-way line and the arc of said curve thru a central angle of 03°57'12" a chord bearing and distance of N.02°00'39"E., 59.15 feet to the Southwest corner of said Parcel II and the Point of Beginning; thence continue along a curve to the right having a radius of 857.41 feet and along said Easterly right-of-way line of Honore Avenue 786.34 feet along the arc thru a central angle of 52°32'48" a chord bearing and distance of N.30°15'39"E., 759.07 feet to the P.T. of said curve, thence N.56°32'03"E. along said right-of-way line, a distance of 342.38 feet to point on the Southwesterly boundary of The Meadows, Unit 15 as recorded in Plat Book 32, Pages 45 thru 45C inclusive of the Public Records of Sarasota County, Florida. Thence S.33°27'57"E. along the boundary of aforementioned plat a distance of 53.83 feet, to a point on a curve to the left having a radius of 40.00 feet; thence 77.55 feet along the arc of said curve thru a central angle of 111°04'59"; a chord bearing and distance of S.17°59'00"W., 65.96 feet to the P.R.C. of a curve to the right having a radius of 75.00 feet and a central angle of 62°34'23"; thence 81.91 feet along the arc, a chord bearing and distance of S.06°16'18"E., 77.90 feet to the P.R.C. of a curve to the left having a radius of 60.00 feet; thence 64.26 feet along the arc of said curve, thru a central angle of 61°21'50", a chord bearing and distance of S.05°40'02"E. 61.23 feet; thence S.55°48'47"W., a distance of 148.27 feet; to the P.C. of a curve to the left having a radius of 50.00 feet and a central angle of 155°13'54"; thence 135.47 feet along the arc of said curve, a chord bearing and distance of S.21°48'10"E., 97.67 feet to the P.T.; thence N.80°34'53"E. a distance of 81.79

Exhibit "A" continued

** OFFICIAL RECORDS **
BOOK 2272- PAGE 1979-
** OFFICIAL RECORDS **
BOOK 2333 PAGE 499

** OFFICIAL RECORDS **
BOOK 2333 PAGE 1930

feet; thence S.09°25'07"E. a distance of 153.88 feet to the P.C. of a curve to the left, having a radius of 150.00 feet; thence 272.82 feet along the arc of said curve, thru a central angle of 104°12'40"; a chord bearing and distance of S.61°31'27"E., 236.74 feet, to a point on a curve to the left, having a radius of 60.00 feet thence 86.60 feet along the arc of said curve; thru a central angle of 82°42'00"; a chord bearing and distance of S.77°21'20"E.; 79.28 feet to the P.T.; thence N.61°17'40"E. a distance of 214.88 feet; to the P.C. of a curve to the right having a radius of 75.00 feet, and a central angle of 46°28'40", thence 60.84 feet along the arc, a chord bearing and distance of N.84°32'00"E.; 59.18 feet to the P.T.; thence S.72°13'40"E. a distance of 218.44 feet to the P.C. of a curve to the left, having a radius of 295.00 feet thence 196.58 along the arc of said curve thru a central angle of 38°10'50"; a chord bearing and distance of N.88°40'55"E. 192.96 feet; thence S.82°36'40"E. a distance of 181.58 feet; thence S.0°41'50"W., a distance of 201.25 feet to the South line of said Parcel II being 60 feet North of the South boundary of Section 12, Township 36 South, Range 18 East Sarasota County, Florida; thence N.89°18'10"W. along the South line of said Parcel II, being a line 60 feet North of, and parallel with said South boundary of Section 12, a distance of 1823.05 feet to the Point of Beginning.

Containing 14.61 acres, more or less.

LESS AND EXCEPT, HOWEVER,
THE FOLLOWING DESCRIBED PARCEL:

A tract of land lying in Parcel II of The Meadows, Unit 16, recorded in Plat Book 33, Page 25 through 25C of the Public Records of Sarasota County, FL described as follows:

Begin at the Southwest corner of said Parcel II; thence S-89°-18'-10"-E along the Southerly line of said Parcel II a distance of 100.00 feet; thence N-44°-18'-10"-W a distance of 127.32 feet to a point on the Easterly right-of-way line of Honore Avenue, (150 feet wide) as shown on the Plat of The Meadows Unit 4A recorded in Plat Book 26, Pages 16 through 16B of said Public Records, said point being a point on a curve to the left of which the radius point lies S-79°-57'-25"-E a radial distance of 857.41 feet; thence in a Southerly direction along the Easterly right-of-way line of Honore Avenue passing through a central angle of 06°-03'-21" a distance of 90.62 feet to the POINT OF BEGINNING. Containing 4,574 square feet. EXHIBIT "A" CONTINUED.

RECORDED IN OFFICIAL RECORDS
RECORDS VERIFIED
16, 11, 1991
3 30 PM '91

RECORDING
KAREN J. WILSON
CLERK
SARASOTA COUNTY, FL

RECORDED
FEB 1 5 08 PM '91
CLERK
SARASOTA COUNTY, FL



RECORDED IN OFFICIAL RECORDS
 INSTRUMENT # 2005130760 17 PPS
 2005 JUN 16 11:27 AM
 KAREN E. RUSHING
 CLERK OF THE CIRCUIT COURT
 SARASOTA COUNTY, FLORIDA
 HTAYLOR Receipt#642445

**CERTIFICATE OF NOTICE FOR FILING EXTENSION OF
 DECLARATION OF RESTRICTIONS**

THE MEADOWS COMMUNITY ASSOCIATION, INC., its
 address being 2004 Longmeadow, Sarasota, FL 34235, Sarasota County, Florida, by the
 hands of the undersigned hereby certifies that:

The Declaration of Restrictions of The Meadows Unit 16 Subdivision,
 composed of Single Family Lots 1 through 37, inclusive, as per plat thereof recorded in
 Plat Book 33, pages 25 through 25C, inclusive, is recorded in Official Records Book
 2333, Page 492, as may be amended from time to time.

Pursuant to the requirements in Chapter 712.05 and Chapter 712.06,
 Florida Statutes, THE MEADOWS COMMUNITY ASSOCIATION, INC.
 submitted to the entire membership of the Board of Directors of the Association, at a
 properly called Board meeting held on the 12th day of May, 2005, at 1:00 p.m. the
 vote required by this statutory reference to preserve its Restrictions, and protect the same
 from extinguishment by way of the Marketable Record Title Act. The Board of
 Directors, at this properly called Board meeting approved by affirmative vote of not less
 than two-thirds of all Board members, to preserve and extend the Declaration of
 Restrictions of The Meadows Unit 16 Subdivision for an additional 30 years. Notice of
 this Board meeting was provided to all lot owners in the Subdivision not less than seven
 (7) days prior to the Board meeting. Attached to this Certificate is an Affidavit, executed
 by the appropriate member of the Board of Directors of the Association, affirming that
 the Board of Directors, prior to its voting on this issue, either mailed or hand delivered to
 the lot owners in the Subdivision the following statement of marketable title action:

"Statement of Marketable Title Action

The Meadows Community Association, Inc. ("Association"), has taken action to ensure that the Declaration of Restrictions for The Meadows, Unit 16, as recorded in Official Records Book 2333, Page 492, of the Public Records of Sarasota County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Sarasota County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association."

In witness whereof, said Association has caused this Certificate to

be signed in its name by its President this 19th day of May, 2000.

WITNESSES:

THE MEADOWS COMMUNITY ASSOCIATION, INC.

Pauline Halovak
Print name: Pauline Halovak

Barbara E. Shiner
Print name: BARBARA E. SHINER

By: [Signature]

As: President

ATTEST

Pauline Halovak
Print name: Pauline Halovak

Barbara E. Shiner
Print name: BARBARA E. SHINER

By: [Signature]

As: Secretary

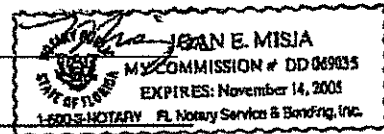
STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared KIRK JORDAN, as President, and MAXINE BORCHERS, as Secretary, of THE MEADOWS COMMUNITY ASSOCIATION, INC. and they acknowledged before me that they are officers of said corporation; and they executed the foregoing Certificate of Notice for Filing Extension of the Declaration of Restrictions of The Meadows Unit 16 Subdivision on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Notice of Filing Extension of Declaration of Restrictions of The Meadows Unit 16 Subdivision, and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota, Sarasota County, Florida, this 11 day of MAY, 2005

JOAN E. MISJA
Printed Name of Notary:

Joan E
Notary Public
Commission # _____



My Commission Expires:

CERTIFICATE OF MAILING

I hereby certify that I did on this 16 day of June, 2005

mail by certified mail a copy of the foregoing notice to each of the lot owners at the address or addresses as shown on the attached Affidavit.

KAREN RUSHING
Clerk of Court

(Court Seal)



As Deputy Clerk

Margitta Taylor
MARGITTA TAYLOR