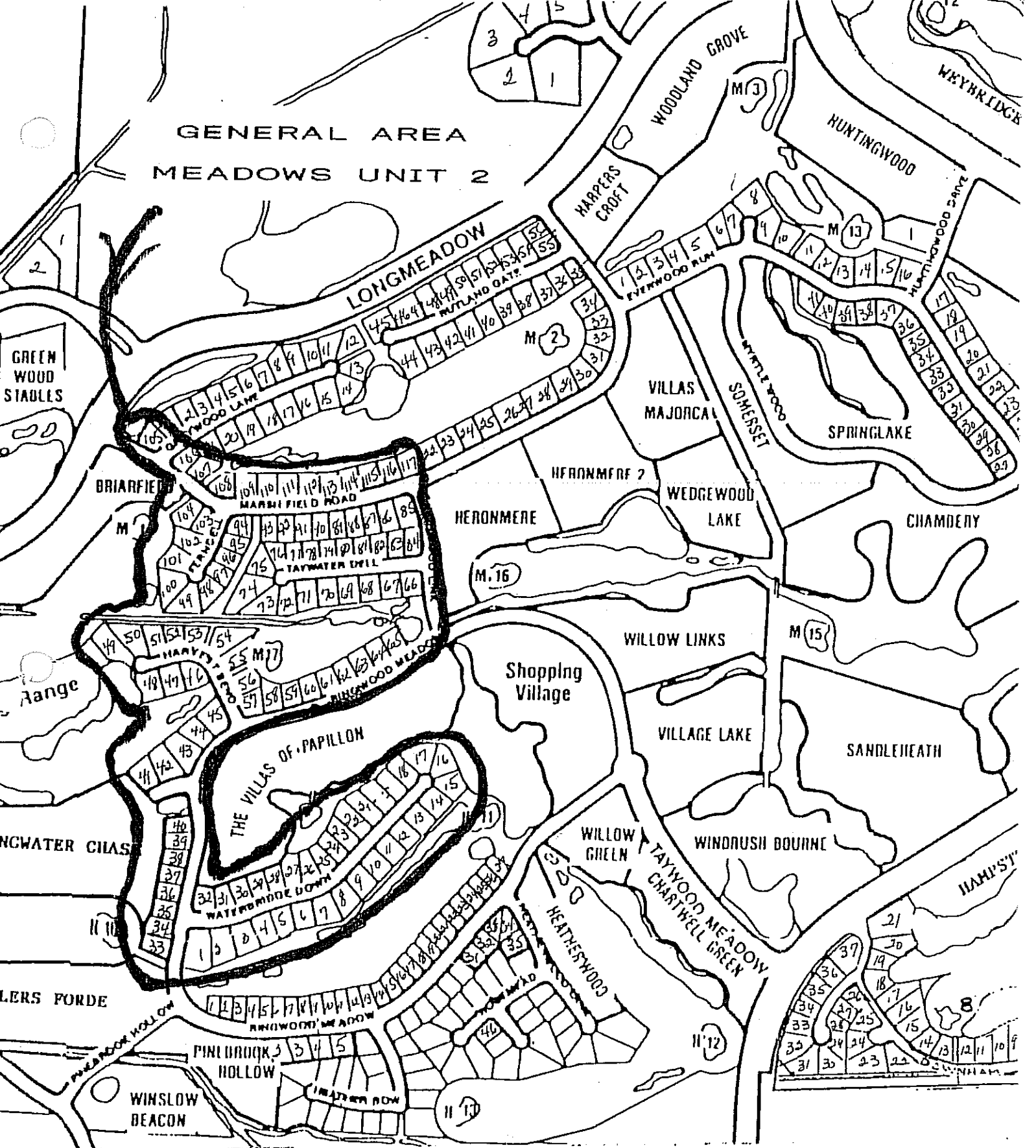


GENERAL AREA  
MEADOWS UNIT 2



GREEN WOOD STABLES

Range

WATER CLAS

WINDERS FORDE

WINSLOW DEACON



LONGMEADOW

BRIARFIELD

MARSHFIELD ROAD

TAYWATER DELL

THE VILLAS OF PAPHION

WATERBIDGE DOWN

PINEBROOK HOLLOW

WINDERS FORDE

HERONMERE

Shopping Village

HEATHERWOOD

HARRERS CROFT

HERONMERE 2

VILLAS MAJORCA

WEDGEWOOD LAKE

WILLOW LINKS

VILLAGE LAKE

WILLOW GHELN

WINDRUSH BOURNE

WOODLAND GROVE

HUNTINGWOOD

SPRINGLAKE

CHAMBERY

SANDLEY HEATH

TAYWOOD MEADOWY  
CHARTWELL GREEN

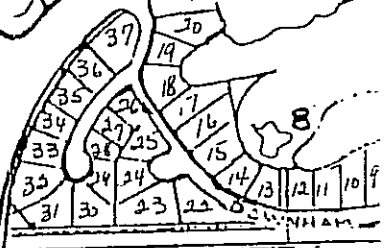
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775109

OFF REC 1186 PG 1463

FILE

DECLARATION OF RESTRICTIONS  
FOR SINGLE FAMILY LOTS  
of  
THE MEADOWS, UNIT II

WHEREAS, TAYLOR WOODROW HOMES LIMITED (FLORIDA DIVISION), a corporation under the laws of the United Kingdom, authorized to do business in the State of Florida, herein called the Developer, being the owner of the following described property in Sarasota County, Florida:

Lots 1 through 117, inclusive, The Meadows, Unit II, as per plat thereof recorded in Plat Book 24, pages 23 through 23G, inclusive, Public Records of Sarasota County, Florida.

and,

WHEREAS, it is the desire and intention of Developer, to sell the property described above and to impose upon it mutual beneficial restrictions under a general plan of improvement for the benefit of all the land in The Meadows 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 plan for The Meadows 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 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 the above described lots:

1. Meadowood Membership. All owners of the above described lands shall be required to become a member of The Meadowood Management Co. (hereinafter called Meadowood) as set forth in the Declaration of Maintenance Covenants recorded in Official Records Book 1113, Page 715, as amended in Official Records Book 1137, Page 1968, Public Records of Sarasota County, Florida; and all the terms and provisions thereof shall be binding upon and the benefits inure to each owner of the above described land.

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 detached single family dwelling not to exceed two stories in height, a private garage and appurtenant fences and walls. No detached structures shall be erected or permitted (except detached garages) and all patios, screened enclosures, or other auxiliary buildings shall be attached and made a part of the dwelling house. The grade level established by developer shall not be materially altered nor shall any filling be done that will adversely effect the proper drainage of adjacent property. The buildings to be erected or maintained shall be of new and durable material. Cement block must be stuccoed or veneered with wood, brick, stone or other material approved by Developer. Composition of all roofs shall consist of concrete tile, cedar shingles, 390-pound grade asphalt shingles or other material approved by Developer.

PREPARED BY: GEORGE A. DIETZ  
WILSON & BULL, HARRISON, DIETZ & GETZEN, P.A.  
1500 N. W. 13th AVENUE, P. O. BOX 3258  
SARASOTA, FLORIDA 34230

OFF REC 1186 PG 1463

The ground floor area of the dwelling, exclusive of open porches, lanais and garages shall be not less than 1200 square feet. Each dwelling shall be constructed with an enclosed two-car garage.

3. Architectural Control. No building, structure or improvement (including pools, fences and walls) shall be erected, placed or altered on any lot until the detailed construction plans, site plans, and specifications, including exterior material, colors, fixtures and equipment, have been submitted to and approved by Developer as to the quality of workmanship and material, harmony of external design and appearance independent of and with existing structures, and as to the location with respect to topography and finished grade elevation. The Developer and its assigns reserves the absolute right and unlimited discretion to control all construction on said lots with a view toward creating a community of attractive homes of harmonious design. Developer may disapprove any proposed construction for any reason it deems necessary, including, but not limited to, size of dwelling or other improvement (either too large or too small for a particular lot), building material, color, design, location of the lot or appearance. Approval or disapproval shall be granted within thirty (30) days and in writing.

Developer may assign this architectural control to Meadowood or to a home owners association composed of owners of the above described lots at any time but shall not be required to assign this architectural control until all of the lots in the subdivision have been sold by Developer.

4. Building Locations. No building or other improvements shall be located on any lot nearer to the front lot line than 25 feet, nor nearer to any rear lot line than 25 feet, nor nearer to any street side lot line than 20 feet, nor nearer to any interior side lot line than 5 feet. Front lot line is defined as the lot line facing the street and if two or more lot lines face streets then the front lot line is defined as the lot line on that street which is on the front or main entrance to the residence built on the lot while the other street lot line shall be considered a street side lot line for purposes hereof. Developer shall have the right to vary front setbacks from 25 feet to 20 feet in order to preclude a row appearance of homes. Swimming pools, screened pool enclosures or screened patio enclosures may be located as near as 25 feet to the rear of any lot having a "building setback" line shown on the plat and, for all other lots, as near as 10 feet to the rear lot line notwithstanding the greater rear setback requirement for other improvements. In addition, no building or other improvement, other than pools and screened pool enclosures, shall be located or maintained nearer the lot line than the "building setback line", if any, shown on the plat of Unit II. The distance from the lot lines to the structure shall be measured along a straight line from the closest points. Eaves, steps, and open porches shall be considered as a part of a building for the purposes of this covenant. For the purpose of this covenant any person owning two adjacent lots may disregard the adjoining lot line between the two adjacent lots if the dwelling is to be located on both lots.

5. Fences, Hedges and Walls. Any fence, hedge or wall erected, installed or maintained between the rear setback line and the rear lot line or between any interior side setback line and interior side lot line shall not be in excess of 5 feet above ground level. Any fence, hedge or wall erected, installed or maintained between the building setback line shown

on the plat of Unit II and the lot line shall not be in excess of 2.5 feet above ground level. No fence, hedge or wall shall be erected, installed or maintained between the front setback line and front lot line or between a street side setback line and street side lot line.

6. Resubdivision Prohibited. No lot or group of lots shall be resubdivided without Developer's express written approval.

7. Easements. Developer has reserved easements for installation and maintenance of utilities and for drainage facilities as shown on the recorded plat of Unit II. 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 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. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot.

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

9. Temporary Structures. No structure of a temporary character, trailer, house trailer, tent, shack, garage, barn or other outbuilding shall be used 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.

10. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 1 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 to advertise the property during the construction and sales period must be submitted to and approved by the Developer, such approval to include size, shape, materials, color, and location.

11. 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 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.

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

13. Visible Parking, Storage or Recreation Equipment. With the exception of bicycles and family-type noncommercial automobiles, no vehicle of any kind shall be parked or stored except inside an enclosed garage. No carts, trucks, motor homes, trailers, motorcycles, boats, racing cars or commercial equipment shall be parked or stored on any private or public street in The Meadows or on any lot exposed to view from an adjacent lot. All basketball courts, backboards, Volleyball nets, swingsets, sandboxes and other recreational equipment shall be installed,

maintained or used only in the rear of a residence and shall not be exposed to view from any public or private street.

14. 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 governmental approval, and no septic tank shall be installed, used or maintained on any lot.

15. Underground Utilities. All utility lines and lead-in wires, including but not limited to, electrical lines, cable television lines, telephone lines, water and sewerage lines located within the confines of any lot or lots shall be located underground. No television or other antenna shall be installed or maintained.

16. Lawns, Driveway and Landscaping. All lawns in front of each residence lot shall be extended to the pavement line. No gravel, blacktop or paved parking strips along the street shall be installed or maintained. All driveways from the house to the street pavement shall be reinforced concrete a minimum of 4 inches in thickness with a trowel-broom finish. All lawns shall be grass sodded upon completion of the residence.

17. Clotheslines. No clotheslines or clothes drying facilities shall be erected between lot lines and setback lines provided for herein or on the face of the plat; also same shall be erected only between the residence constructed on the lot and the rear setback line or interior side setback line. Same shall be completely screened from view of neighboring properties by decorative walls or fences with a minimum height of six feet above ground level.

18. Enforcement. These covenants and restrictions may be enforced by Developer or its assigns 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.

19. 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 in whole or in part has been recorded in the Public Records.

20. 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 within the subdivision. The owners of the lots hereby appoint the Developer 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.

21. 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 on July 29th, 1977.



TAYLOR WOODROW HOMES LIMITED

By: David Nash  
David Nash, As its Agent and Director

Attest: Thomas Brown  
Thomas Brown, As its Assistant Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA:

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared DAVID NASH, a duly authorized Agent and Director, and THOMAS BROWN, Assistant Secretary of TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom, and they acknowledged before me that they executed the foregoing Declaration of Restrictions in the name of and on behalf of said corporation, affixing the corporate seal of said corporation thereto; that as such corporate agent and officer they have been duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation.

Witness my hand and official seal in the County and State aforesaid on July 29th, 1977.

Kathy [Signature]  
Notary Public

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires April 13, 1981  
Bonded by Aetna Casualty & Surety Co.

FILED  
AUG 5 9 30 AM '77

775109

1276 880

A tract of land in Parcel "I," The Meadows, Unit 2, Subdivision recorded in Plat Book 24, Pages 23 through 23G of the Public Records of Sarasota County, Florida described as follows:

Commence at the Southwest corner of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 36 South, Range 18 East, as shown on the plat of "The Meadows, Unit 2," as recorded in Plat Book 24, Page 23 through 23G, public records of Sarasota County, Florida; thence South  $61^{\circ} 23' 54''$  East, perpendicular to the Southeasterly line of a public R/W ("Long Meadow") as shown on said plat of "The Meadows, Unit 2," 100.00 feet to the intersection with said public R/W, (said point also being the P. C. of a curve, whose radius point lies North  $61^{\circ} 23' 54''$  West, 862.49 feet); thence Southwesterly, along said public R/W and the arc of said curve (also being the Northwesterly line of Parcel "I," as shown on said plat of "The Meadows, Unit 2") through a central angle of  $02^{\circ} 17' 31''$ , 34.50 feet for a Point of Beginning; thence continue Southwesterly, along the arc of said curve, through a central angle of  $12^{\circ} 29' 45''$ , 188.10 feet thence South  $46^{\circ} 08' 06''$  East, 197.61 feet to the intersection with the Southeasterly line of said Parcel "I;" thence North  $39^{\circ} 26' 30''$  East, along said Southeasterly line, 224.00 feet; thence North  $56^{\circ} 28' 06''$  West, 205.65 feet to the Point of Beginning, being and lying in Section 11, Township 36 South, Range 18 East, Sarasota County, Florida.

PROOFED  
 [Signature]

EXHIBIT A-2

1276 880

1276 881

A tract of land in Parcel "I," The Meadows, Unit 2, Subdivision recorded in Plat Book 24, Pages 23 through 23G of the Public Records of Sarasota County, Florida described as follows:

Commence at the Southwest corner of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 36 South, Range 18 East, as shown on the plat of "The Meadows, Unit 2," as recorded in Plat Book 24, Page 23 through 23G, Public Records of Sarasota County, Florida; thence South  $61^{\circ} 23' 54''$  East, perpendicular to the Southeasterly line of a public R/W ("Long Meadow") as shown on said plat of "The Meadows, Unit 2," 100.00 feet to the intersection with said public R/W, (said point also being the P. C. of a curve, whose radius point lies North  $61^{\circ} 23' 54''$  West, 862.49 feet); thence Southwesterly, along said public R/W and the arc of said curve (also being the Northwesterly line of Parcel "I," as shown on said plat of "The Meadows, Unit 2") through a central angle of  $14^{\circ} 47' 16''$ , 222.60 feet for a Point of Beginning; thence continue Southwesterly, along the arc of said curve, through a central angle of  $13^{\circ} 01' 13''$ , 196.00 feet; thence South  $37^{\circ} 44' 18''$  East, 238.47 feet to the intersection with the Southeasterly line of said Parcel "I;" thence North  $39^{\circ} 26' 30''$  East, along said Southeasterly line, 230.00 feet; thence North  $45^{\circ} 38' 06''$  West, 197.61 feet to the Point of Beginning, being and lying in Section 11, Township 36 South, Range 18 East, Sarasota County, Florida.

ROOFED  
2/15/21  
[initials]

EXHIBIT A-3

1276 881



1276 832

A tract of land in Parcel "I," The Meadows, Unit 2, Subdivision recorded in Plat Book 24, Pages 23 through 23G of the Public Records of Sarasota County, Florida described as follows:

Commence at the Southwest corner of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 36 South, Range 18 East, as shown on the plat of "The Meadows, Unit 2," as recorded in Plat Book 24, Page 23 through 23G, Public Records of Sarasota County, Florida; thence South  $61^{\circ} 23' 54''$  East, perpendicular to the Southeasterly line of a public R/W ("Long Meadow") as shown on said plat of "The Meadows, Unit 2," 100.00 feet to the intersection with said public R/W, (said point also being the P. C. of a curve, whose radius point lies North  $61^{\circ} 23' 54''$  West, 862.49 feet); thence Southwesterly, along said public R/W and the arc of said curve (also being the Northwesterly line of Parcel "I," as shown on said plat of "The Meadows, Unit 2") through a central angle of  $27^{\circ} 48' 29''$ , 418.60 feet, for a Point of Beginning; thence continue Southwesterly, along the arc of said curve; through a central angle of  $02^{\circ} 49' 24''$ , 42.50 feet; to the P. T. of said curve; thence South  $59^{\circ} 13' 59''$  West, along said public R/W and the Northwesterly line of said Parcel "I," 141.23 feet; thence South  $18^{\circ} 22' 30''$  East, 179.31 feet to the intersection with the Southerly line of said Parcel "I;" thence South  $88^{\circ} 42' 28''$  East, along said Southerly line, 131.00 feet; thence South  $88^{\circ} 58' 00''$  East, along said Southerly line, 10.09 feet; thence North  $65^{\circ} 02' 11''$  East, along the Southeasterly line of said Parcel "I," 70.92 feet; thence North  $59^{\circ} 26' 30''$  East, along said Southeasterly line, 64.93 feet; thence North  $37^{\circ} 44' 18''$  West, 238.47 feet to the Point of Beginning, being and lying in Section 11, Township 36 South, Range 18 East, Sarasota County, Florida.

PROOFED
ca el
el ce

1276 883

A tract of land in Parcel "I," The Meadows, Unit 2, Subdivision recorded in Plat Book 24, Pages 23 through 23G of the Public Records of Sarasota County, Florida described as follows:

Commence at the Southwest corner of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 36 South, Range 18 East, as shown on the plat of "The Meadows, Unit 2," as recorded in Plat Book 24, Page 23 through 23G, Public Records of Sarasota County, Florida; thence South  $61^{\circ} 23' 54''$  East, perpendicular to the Southeasterly line of a public R/W ("Long Meadow") as shown on said plat of "The Meadows, Unit 2," 100.00 feet to the intersection with said public R/W, (said point also being the P. C. of a curve, whose radius point lies North  $61^{\circ} 23' 4''$  West, 862.49 feet); thence Southwesterly, along said public R/W and the arc of said curve (also being the Northwesterly line of Parcel "I," as shown on said plat of "The Meadows, Unit 2") through a central angle of  $30^{\circ} 37' 53''$ , 461.10 feet to the P. T. of said curve; thence South  $59^{\circ} 13' 59''$  West, along said public R/W, and the Northwesterly line of said Parcel "I," 141.23 feet for a Point of Beginning; thence continue South  $59^{\circ} 13' 59''$  West along said line 319.00 feet to the Southwesterly corner of said Parcel "I;" thence South  $88^{\circ} 42' 28''$  East, along the Southerly line of said Parcel "I," 330.87 feet, thence North  $18^{\circ} 22' 30''$  West, 179.81 feet to the Point of Beginning, being and lying in Section 11, Township 36 South, Range 18 East, Sarasota County, Florida.

PROOFED  
02/18/00  
M.H.M.

EXHIBIT A-5

1276 883



**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 II Subdivision, composed of Single Family Lots 1 through 117, inclusive, as per plat thereof recorded in Plat Book 24, pages 23 through 23G, inclusive, is recorded in Official Records Book 1186, Page 1463, 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 13th day of April, 2005, at 2:00 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 II 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:

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2005107245 18 PGS  
2005 MAY 19 10:40 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
STAYLOR RECEIPT#629141

STATE OF FLORIDA  
COUNTY OF SARASOTA

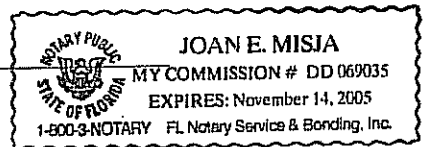
I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared KIRK JORDAN, as President, and MAXINE BOICHEES as Secretary, of the Meadows Community Association, Inc., and they acknowledged before me that they are officers of said corporation; and they executed the foregoing Certificate of Notice for Filing Extension of the Declaration of Restrictions of The Meadows, Unit II 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 II 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 21 day of APRIL, 2005.

JOAN E. MISJA  
Printed Name of Notary:

Joan E. Misja  
Notary Public

Commission # \_\_\_\_\_



My Commission Expires:

CERTIFICATE OF MAILING

I hereby certify that I did on this 19 day of MAY, 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)

By: Margitta Taylor  
As Deputy Clerk

