

GENERAL AREA 3  
MEADOWS UNIT 3

Fire and  
Ambulance  
Station

177TH STREET

DECLARATION OF RESTRICTIONS OF OPEN SPACE  
FOR THE MEADOWS, UNIT 3

844976

TAYLOR WOODROW HOMES LIMITED, a corporation organized under the laws of the United Kingdom and duly authorized to transact business in the State of Florida, hereinafter referred to as "Developer", does hereby declare the following restrictions applicable to that portion of the open space reflected in the plat of The Meadows, Unit 3, as is more particularly hereinafter described.

W I T N E S S E T H :

WHEREAS, upon petition by Developer, the County of Sarasota has heretofore rezoned certain lands located in Sections 2, 11, 12, 14, and 15, Township 36 South, Range 18 East, to a zoning classification of "R-2S PUD", such rezoning being evidenced by that certain Resolution and Development Order dated November 13, 1974, recorded in O.R. Book 1063, Page 1070, Public Records of Sarasota County, Florida; and

WHEREAS, Developer is proceeding with the development of said lands as a planned unit development known as "The Meadows" and in connection therewith has recorded a Declaration of Maintenance Covenants and Restrictions on the Commons in Official Record Book 1113, Page 715, Public Records of Sarasota County, Florida; and

WHEREAS, the zoning ordinance of the County of Sarasota pertaining to planned unit developments requires a minimum open space equal to fifty (50) percent of the total gross acreage of the planned unit development; and

WHEREAS, such ordinance further provides that usable open space shall include active and passive recreational areas; and

WHEREAS, said zoning ordinance and the aforesaid Resolution and Development Order provide that the lands within such development which are to be designated as usable open space will be restricted by appropriate legal instrument mutually satisfactory to Developer and the County as open space perpetually or for a period of not less than 99 years; and

WHEREAS, simultaneously herewith Developer has submitted to County for final approval a plat of certain lands in The Meadows to be known as "The Meadows, Unit 3", and the County has approved said plat which is being recorded simultaneously herewith in Plat Book 25, Page 6-6C, Public Records of Sarasota County, Florida; and

WHEREAS, Developer, by this instrument, desires to restrict the lands hereinafter described as open space perpetually after date hereof, subject to the terms and provisions hereof.

NOW, THEREFORE, in consideration of the premises, Developer does hereby declare as follows:

1. The following described lands shall henceforth be restricted as open space in The Meadows whether owned by Developer or its successors or assigns, to-wit:

Tracts XL, XLII and XLIII.

2. Usage of said open space may include both active and passive recreational usage.

(a) Active recreation areas shall include playgrounds, tennis courts, golf courses, shuffleboard courts, archery ranges, swimming pools and other similar uses, together with improvements accessory thereto.

(b) Passive recreation areas shall include boating on waterways, lakes and lagoons; hiking on nature trails;

horseback riding on bridle paths; parks; picnic areas; and other similar uses, together with improvements accessory thereto.

(c) Other usage of the land areas designated as open space shall include agricultural use, raising of plants, trees, shrubs and flowers, and other similar uses.

(d) The enumeration of the foregoing uses is for illustrative purposes only and shall not be deemed to prohibit other uses properly falling within the intent of the ordinance. Determination of the usage to be made from time to time of each of the aforementioned tracts shall be made by the fee simple owner thereof.

3. Nothing contained herein shall be deemed to prohibit Developer from transferring the title to all or any portion of the aforesaid Tracts of land, but the restrictions hereinabove set forth shall be binding upon Developer's successors and assigns.

4. Recognizing that from time to time hereafter it may be necessary or desirable to modify these restrictions as to one or more of the aforesaid Tracts of land, full right and authority is hereby reserved by Developer to apply to the County until Developer has completed development of The Meadows to so modify these restrictions in whole or in part upon mutual agreement of the parties or, if Developer has theretofore conveyed ownership of any such tract, then by agreement between the County and the owner of such tract; provided, however, that nothing contained in this paragraph shall be deemed to permit any increase in the overall density of development of The Meadows or any decrease in the required amount of open space.

5. In the event of the violation of the foregoing restrictions by Developer or by its successors or assigns, the County of Sarasota may bring suit to recover damages or to otherwise enforce such restrictions.

OFF. 1241 PG 911  
REC.

IN WITNESS WHEREOF, Developer has caused this agreement to be executed by its undersigned duly authorized officers this 11th day of May, 1978.

Signed, sealed and delivered in the presence of:

TAYLOR WOODROW HOMES LIMITED

Roger Stumpf  
Reggie M. Boardman

BY David Nash  
AS Director & Agent

No. in Seal Register  
299

Attest: [Signature]  
As Assistant Secretary

ACCEPTED BY THE COUNTY OF SARASOTA THIS 6th DAY OF June, 1978.

[Signature]  
Madeline H. McCloy

COUNTY OF SARASOTA  
By [Signature]  
As Chairman of the Board of County Commissioners

Attest: Dorothy Tolley, Deputy Clerk  
As Clerk of the Circuit Court

844976

FILED AND RECORDED  
R. H. HACENEY, JR., CLERK  
SARASOTA CO., FLA.

JUN 7 11 35 AM '78

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11th day of May, 1978, by DAVID NASH, as Director and Agent, and by THOMAS BROWN, as Assistant Secretary, of TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom, acting on behalf of said corporation.

Kathy Lunde  
Notary Public

My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires April 18, 1981  
Bonded by Aetna Casualty & Surety Co.

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 7 day of June, 1978, by ANDREW SANDEGREN, as Chairman of the Board of County Commissioners, and by R. H. HACENEY, JR., as Clerk of the Circuit Court.

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 4 1981  
BONDED BY AETNA CASUALTY & SURETY CO.

OFF. 1241 PG 911  
REC.

DECLARATION OF RESTRICTIONS

FOR SINGLE FAMILY LOTS

of

THE MEADOWS, UNIT 3

WHEREAS, TAYLOR WOODROW HOMES LIMITED, 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 27, inclusive, The Meadows, Unit 3, as per plat thereof recorded in Plat Book , pages through , inclusive, Public Records of Sarasota County, Florida.

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 two-car private garage and appurtenant fences and walls. No detached structures shall be erected or permitted (except detached two-car garages) and all patios, screened enclosures or other auxiliary buildings shall be attached and made a part of the dwelling house. No exterior statuary or other decorative objects shall be permitted without the express permission of the Developer. The grade level established by Developer shall not be materially altered nor shall any filling be done that will adversely affect the proper drainage of adjacent property. The proposed finished floor elevation of each building must first be approved by Developer. 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. The ground floor area of the dwelling, exclusive of open porches, lanais and garages shall be not less than 1,200 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 and colors, floor elevations, fixtures and equipment (including type and location of air conditioning and heating 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 on the lot or appearance. Written approval or disapproval shall be granted within thirty (30) days. A design guide has been published by and is available from Developer. Owner shall submit two (2) copies of plans and specifications to Developer for review.

Developer may assign this architectural control to Meadowood or to a homeowners' 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 15 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. However, no building or other improvement, other than pools and screened patios or pool enclosures, shall be located or maintained nearer the lot line than the "building setback line", if any, shown on the plat of this subdivision. 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 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.

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; provided, however, that all fences installed in these locations shall be wood shadowbox fence constructed in accordance with construction plans approved by Developer. Any fence, hedge or wall erected, installed or maintained between the building setback line shown on the plat of this subdivision 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 set forth on the recorded plat of this subdivision. 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. If any fence or landscaping is permitted within such easement area and subsequently has to be removed for maintenance purposes, such removal and replacement shall be at the expense of the lot owner.

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 or 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 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.

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 and Use of Recreation Equipment. 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, 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 approval by the Developer and appropriate governmental agencies. 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, and 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 (including each side of any intersecting sidewalk or bike path) and maintained by the lot owner. No gravel, blacktop or paved parking strips along the street shall be installed or maintained. All driveways from the garage to the street pavement shall be constructed of reinforced concrete a minimum of 4 inches in thickness with a trowel-broom finish. Upon completion of the residence, all yards shall be grass sodded and owner shall plant in the front yard one tree for each 1,000 square feet of front yard (such trees to have a trunk measuring 2 inches in diameter 1 foot above ground level) and to be of a species approved by Developer, which sodding and planting shall be completed prior to occupancy 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 of this subdivision. Such facilities shall be erected only between the residence constructed on the lot and the rear setback line or interior side setback line, and shall be completely screened from view of neighboring properties by decorative walls or fences with a minimum height of 6 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.

21. Variances. The owners of each of the above described lots shall be deemed to have appointed Developer as their agent for the purpose of making minor changes in these restrictions or granting and approving variances for minor deviations therefrom, including setback variances, such appointment to continue until buildings have been constructed on each of the above described lots.

22. 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 officers this 8<sup>th</sup> day of JUNE, 1978.

TAYLOR WOODROW HOMES LIMITED

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

Attest: Thomas Brown  
Thomas Brown  
As its: Assistant Secretary

No. in  
Seal Register

315

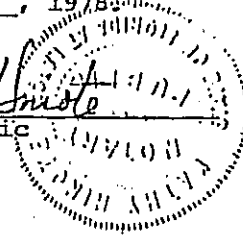
STATE OF FLORIDA  
COUNTY OF SARASOTA:

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 this 8<sup>th</sup> day of JUNE, 1978.

Kathy Knute  
Notary Public



My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires April 18, 1981  
Bonded by Aetna Casualty & Surety Co.