

✓ Sarasota County  
4927 Windsor Park  
Sarasota 34235

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2005199635 21 PGS

2005 SEP 06 01:14 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
GEURCH Receipt#681189

CERTIFICATE OF AMENDMENT  
TO DECLARATION OF RESTRICTIONS  
FOR SINGLE FAMILY LOTS OF  
THE MEADOWS, UNIT 11



The undersigned, as attorney for the residents of Windsor Park in The Meadows, Sarasota, Florida, does hereby certify:

That by a two-thirds majority vote of the owners in Unit 11 in The Meadows, and in conformance with paragraph #24 (modifications) of the Declaration of Restrictions for Unit 11, Paragraph #2, Land Use and Building Type, Sentence #9 is amended to read: "Composition of all roofs shall consist of concrete tile or cedar/cypress shingles", deleting: "or other material approved by the developer".

*Thomas E. Coundit*

Thomas E. Coundit, Attorney (#0360570) Date

*Nancy L. Close* 9/6/05  
Witness Date

*Michael Close* 9/6/05  
Witness Date

State of Florida, County of Sarasota  
The foregoing instrument was acknowledged before me  
This 6 day of SEPT, 2005

By: *James M. Faix*



James M. Faix  
Commission #DD319581  
Expires: Jun 29, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.

Seal - Notary Public - State of Florida

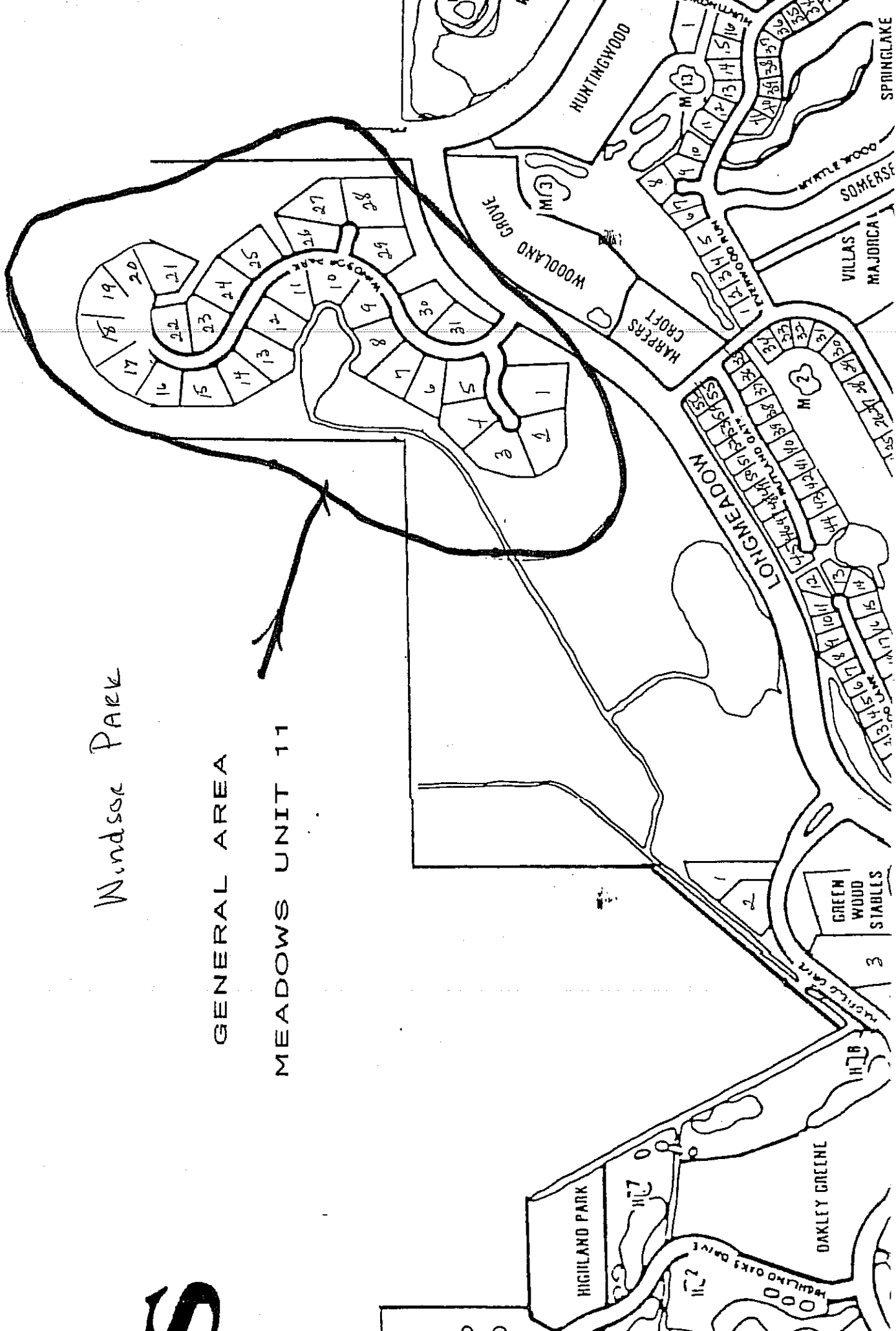
Personally known

Identification produced: \_\_\_\_\_

Windsor Park

GENERAL AREA

MEADOWS UNIT 11



DECLARATION OF RESTRICTIONSFOR SINGLE FAMILY LOTS

of

THE MEADOWS, UNIT 11 *Windsor Park*

O.R. 1748 PG 1969

WHEREAS, TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom duly 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 31, inclusive, The Meadows, Unit 11, as per plat thereof recorded in Plat Book 30, pages 1 through 1-B, 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 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 the above described lots, to wit :

1. Meadowood Membership. All owners of the above described lands shall be required to become a member of The Meadowood Management Company (hereinafter called Management Company), as set forth in the Declaration of Maintenance Covenants and Restrictions on The Commons for The Meadows recorded in Official Records Book 1113, Page 715, as amended by amendments recorded in Official Records Book 1137, Page 1968, Official Records Book 1326, Page 882, and in Official Records Book 1428, Page 552, 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 single family dwelling not to exceed thirty (30) feet in height, a minimum 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, if any, must be stuccoed or veneered with wood, brick, stone or other material approved by Developer. Composition of all roofs shall consist of concrete tile or cedar/cypress 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 2,000 square feet of air-conditioned living area. Each dwelling shall be constructed with an enclosed two-car or larger garage.

3. Land Development & Architectural Control. No building, structure or improvement (including pools, driveways, fences and walls) shall be erected, placed or altered on any lot until the detailed site plans, drainage plans, construction plans and specifications, including exterior material and colors, floor elevations, fixtures and equipment (including type and location of air conditioning and heating equipment), and landscape plans, 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, too small or too tall for a particular lot), building material, color, design, location on the lot or appearance. Owner shall submit two copies of plans and specifications to Developer for review. Written approval or disapproval shall be furnished to owner within thirty (30) days after submission of complete plans and specifications.

Developer may assign this architectural control to Management Company 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, structure or other improvements, shall be located on any lot nearer to the front lot line than 50 feet, nor nearer to any rear lot line than 40 feet, nor nearer to any street side lot line than 40 feet, nor nearer to any interior side lot line than 20 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 in order to preclude a row appearance of homes. The distance from the lot lines to the structure shall be measured along a straight line from the closest points. Eaves, steps, open porches, lanais, screened enclosures, and swimming pool decks 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. Setbacks as described in this provision are minimum setback requirements, and these requirements may be increased, decreased or altered by Developer on a case-by-case basis for aesthetic reasons, in Developer's sole discretion and judgment.

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 6 feet above ground level, and any fence, hedge or wall must be approved by Developer as to location, material, color and design. No fence, hedge or wall shall be erected, installed or maintained between the front of the building constructed on such lot and the front lot line or between a street side setback line and the 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 constructed, intalled or 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. Vehicle Parking, and 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, 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 or from the street.

14. Recreation Equipment. 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.

15. Driveway. All driveways shall be paved or otherwise improved and must extend from the garage to the adjacent street pavement, must be located at least 10 feet off the side lot lines, and must be approved by the Developer as to location, material, color and design.

16. 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.

17. 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 exterior television or other antenna (such as satellite dishes) shall be installed or maintained on the premises.

18. Lawns and Landscaping. Upon completion of the residence on each lot, all yards shall be grass sodded and planted, which sodding and planting shall be completed prior to occupancy of the residence. All lawns or approved landscaping 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, and all of such area shall be served by an automatic underground irrigation system. No gravel, blacktop or paved parking strips along the street shall be installed or maintained. No trees shall be removed without the prior written approval of Developer.

19. 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.

20. Mailboxes. Mailbox color, material, location and design must be approved by the Developer.

21. Lake Maintenance Easement. Lots 8 through 13, inclusive, are located adjacent to a lake which also serves as part of the drainage system for this Subdivision. The lakefront property line of each lot is located at or near the top of the bank around the lake. However, no abutting lot owner shall be deemed to acquire any right in such lake or the waters thereof and the usage of the waters of such lake and control of the elevation of such waters are subject to regulations adopted from time to time by Developer or by the Meadowood Management Company, Inc.; provided, however that this provision shall not be deemed to prohibit such abutting lot owner's usage of the lake to drain his adjacent lands (subject to Developer's approval of the lot owner's drainage plan in accordance with the provisions of Paragraph 3, above). Each lot owner shall have the right of access to the waters of the lake from his abutting lot, but shall also have the responsibility of sodding, irrigating,

O.R. 1748 PG 1973

mowing and maintaining the land area between the lot line of his lot and the waters of the lake. Developer reserves the full right of access over and across such land area and the adjacent 15 ft. wide lake maintenance easement as reflected on the Subdivision Plat for the purpose of access to and maintenance of said lake. Developer's rights hereunder may be assigned to The Meadowood Management Company, Inc.

22. 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.

23. 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.

24. 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.

25. 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.

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 officers this 3rd day of January, 1985.



TAYLOR WOODROW HOMES LIMITED

By: [Signature]  
Roger Postlethwaite  
As its Agent and Director

Attest: [Signature]  
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 ROGER POSTLETHWAITE, Agent and Director, and THOMAS BROWN, Assistant Secretary, of TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom authorized to do business in the State of Florida, 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 3rd day of January, 1985.

*Kathy [Signature]*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires April 13, 1985  
Bonded By Aetna Casualty & Surety Co.

O.R. 1748 PG 1974

FILED  
R.L. HACKBERRY, CLERK  
SARASOTA CO. FLA.  
JAN 28 12 05 PM '85

462091





2005130759

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2005130759 17 PGS  
2005 JUN 16 11:27 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
MTAYLOR Receipt# 42445

**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 11 Subdivision,  
composed of Single Family Lots 1 through 31, inclusive, as per plat thereof recorded in  
Plat Book 30, pages 1 through 1B, inclusive, is recorded in Official Records Book 1748,  
Page 1969, 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 11 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:

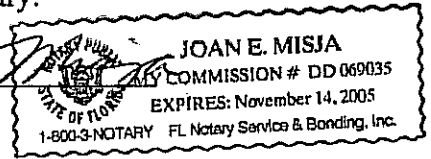
STATE OF FLORIDA  
COUNTY OF SARASOTA

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 BOKHERS, 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 11 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 11 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 19 day of MAY, 2005.

JOAN E MISJA  
Printed Name of Notary:

Joan E Misja  
Notary Public  
Commission # \_\_\_\_\_



My Commission Expires:

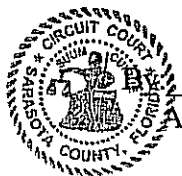
CERTIFICATE OF MAILING

I hereby certify that I did on this 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