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AMENDMENT TO
DECLARATION OF MAINTENANCE COVENANTS
AND
RESTRICTIONS ON THE COMMONS
FOR
THE MEADOWS

O. R. 1693 PG 2130

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, hereinafter referred to as "Developer," has heretofore filed a document entitled "Declaration of Maintenance Covenants and Restrictions on The Commons for The Meadows," together with Exhibits thereto, in the Public Records of Sarasota County in Official Records Book 1113, pages 715-759, inclusive; and

WHEREAS, said Declaration was amended by instruments recorded in Official Records Book 1137, page 1968, Official Records Book 1326, page 882, Official Records Book 1428, page 0552, and Official Records Book 1623, page 2124, of the Public Records of Sarasota County, Florida; and

WHEREAS, said Declaration reserves unto Developer the right to amend said Declaration, provided all such amendments conform to the general purposes and standards set forth in said Declaration; and

WHEREAS, said Declaration further reserves unto Developer the right to assign and delegate to The Meadowood Management Company, Inc., a Florida corporation not for profit, any of Developer's rights created under said Declaration; and

WHEREAS, by instrument dated May 31, 1984, Developer assigned to The Meadowood Management Company, Inc., the right and authority to amend Paragraphs 9 and 22 of said Declaration for the purpose of limiting certain uses of and activities on the property known as "The Meadows" in the interest of promoting the health, safety, and social welfare of residents in The Meadows; and

WHEREAS, pursuant to said assignment, the Board of Directors of The Meadowood Management Company, Inc., did unanimously adopt on May 31, 1984, a resolution to so amend said Declaration; and

WHEREAS, said Declaration further reserves unto The Meadowood Management Company, Inc., various rights and responsibilities with respect to the promotion of the health, safety, and social welfare of residents of The Meadows, including the right to promulgate and enforce restrictions applicable to lands within The Meadows;

NOW, THEREFORE, pursuant to the foregoing authority, and with the joinder and consent of Developer, The Meadowood Management Company, Inc., does hereby modify and amend said Declaration as follows:

1. Paragraph 9 of said Declaration is amended in its entirety to read as follows:

"9. ADDITIONAL RIGHTS AND USE RESTRICTIONS. In addition to the rights reserved by Developer in other portions of this Declaration, Developer specifically reserves the right to prescribe and record, from time to time, building and use restrictions for all areas of The Meadows, including The Commons, and to amend the

same from time to time during Developer's ownership of such areas. Such restrictions may include the reservation of the right of architectural approval and control over any and all improvements to be constructed in The Meadows, the right to determine the nature, type and location of utility installations, the method and degree of maintenance of the drainage system of The Meadows, and, in general, the right to do and accomplish any and all things consistent with good development practices and reasonably calculated to implement development of The Meadows in accordance with Developer's conceptual site development plan as the same may be changed and modified from time to time hereafter.

In addition to other restrictions set forth herein, the following use restrictions shall apply to all property in The Meadows or, if so designated, to The Commons:

(a) No motor vehicle shall be parked overnight on any private road in The Meadows. No restricted vehicle shall be parked overnight at any location exposed to public view except for a builder's trailer(s) during construction or except within an area specifically designated by the Developer for that purpose. "Restricted vehicle" shall mean any truck; motor home or other vehicle designed to provide temporary living quarters and having facilities for sleeping, galley, and head; trailer; boat; racing car; bus; or commercial vehicle. No vehicles under repair shall be left overnight in any location exposed to public view. No off-road or unlicensed motor vehicles, except golf carts, shall be operated anywhere within The Meadows.

(b) No motor vehicles shall be operated without due regard for the safety of others. The speed limit on the private roads shall be 25 miles per hour when not otherwise posted.

(c) The use of the bike paths in The Meadows shall be limited to bicycles, pedestrians, and golf carts. Bicycles shall have the right-of-way over pedestrians and golf carts, and pedestrians shall have the right-of-way over golf carts. Persons operating golf carts on the bike paths must be sixteen (16) years of age or older. All bicycles and golf carts using the bike paths must be equipped with a warning device such as a horn or a bell to alert other users of the paths. Any person using the bike paths shall yield to motor vehicles at driveways and road intersections and to golf carts at intersections with the golf cart paths.

(d) All golf carts and bicycles must be operated on the bike paths, where they are provided, instead of the private roads in such locations.

(e) All pedestrians must use the bicycle paths, instead of the roads, where they are provided.

(f) No loud or objectionable noise, or noxious odor, which may become an annoyance or nuisance to other persons is permitted anywhere within The Commons.

(g) No animals are permitted within The Commons except for dogs, cats, or other household pets. No pet will be permitted that has become a nuisance to other

residents. All pets must be kept on a leash when outside the owner's residence. Owners must remove all pet droppings.

(h) Residents must keep all garbage, trash and other refuse in sanitary containers. Containers may not be placed along any road except on the morning scheduled for refuse collection. Containers shall be removed promptly, along with any debris, after collection.

(i) No laundry, garments, towels, blankets, or other unsightly objects shall be hung or placed in any location visible from an adjacent property or street.

(j) Fishing in the ponds is limited to residents and guests accompanied by residents. Swimming and boating is prohibited in the ponds. Residents and their guests may only use designated areas for picnicking, but no fires are permitted.

(k) Hunting of any kind, and any discharging of firearms, is prohibited within The Meadows.

(l) No exterior antennas are permitted on any residential lot or unit.

(m) No signs shall be displayed in The Meadows other than signs authorized by Developer and a sign placed on an owner's property when offering the property for sale or rent. All signs are subject to Developer's approval.

(n) No garage sales, yard sales or auctions are permitted at any private residence in The Meadows.

(o) No wall, fence, building alteration, or new structure shall be constructed without the prior written approval of Developer."

2. Paragraph 22 of said Declaration is amended in its entirety to read as follows:

"22. SUPPLEMENTS. Developer further reserves the right to adopt supplemental covenants and restrictions with respect to The Meadows or any portion thereof, so long as such supplemental covenants and restrictions do not conflict with the terms and provisions herein set forth. Supplemental restrictions and covenants which are merely more or less restrictive than the terms and provisions herein set forth shall be given effect to the extent that such restrictions and covenants are more restrictive than the terms and provisions set forth herein."

O.R. 1693 PG 2133

IN WITNESS WHEREOF, The Meadowood Management Company, Inc., has caused this instrument to be executed in its name and its corporate seal to be affixed by its undersigned duly authorized officers this 31st day of May, 1984.

THE MEADOWOOD MANAGEMENT COMPANY, INC.

By: [Signature]
Roger Postlethwaite
As its President

Attest: (CORPORATE SEAL)

By: [Signature]
Thomas Brown
As its Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31st day of May, 1984, by Roger Postlethwaite, as President, and Thomas Brown, as Secretary, of THE MEADOWOOD MANAGEMENT COMPANY, INC., a corporation under the laws of the United Kingdom, on behalf of said corporation.

[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.

JOINDER OF DEVELOPER

O.R. 1693 PG 2134

TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom, authorized to do business in the State of Florida, hereby joins in and consents to the foregoing Amendment and ratifies and approves all action of The Meadowood Management Company, Inc., evidenced therein.

IN WITNESS WHEREOF the undersigned has caused this Joinder to be executed in its name by its duly authorized officers and caused its corporate seal to be hereunto affixed this 31st day of May, 1984.

No. in Seal Register
1372

TAYLOR WOODROW HOMES LIMITED

By: [Signature]
Roger Postlethwaite
As Director and Agent

Attest: (CORPORATE SEAL)

By: [Signature]
Thomas Brown
As Assistant Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA:

The foregoing instrument was acknowledged before me this 31st day of May, 1984, by ROGER POSTLETHWAITE, as Director and Agent, and THOMAS BROWN, as Assistant Secretary, of TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 18, 1985
Bonded By Aetna Casualty & Surety Co.

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RECORDED AND INDEXED