

This instrument prepared by and return to:
Chad M. McClenathen, Esq.
783 S. Orange Ave., Suite 210
Sarasota, FL 34236

RECORDED IN OFFICIAL RECORDS
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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Jay A. Brady
The Meadows Community Assn.
2004 Longmeadow
Sarasota, FL 34235



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

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, (Taylor Woodrow) has heretofore filed a document entitled "Declaration Of Maintenance Covenants and Restrictions on The Commons for The Meadows," together with exhibits thereto, in Official Records Book 1113, pages 715-759, inclusive of the Public Records of Sarasota Count (Declaration); and

WHEREAS, Taylor Woodrow assigned the right to prescribe building and use restrictions in The Meadows, and the right to amend the Declaration, to The Meadows Community Association, Inc., pursuant to an Indenture and Assignment of Rights recorded in Official Records Book 2749, Pages 982-985, inclusive of the Public Records of Sarasota County; and

WHEREAS, pursuant to such assignment, the Board of Directors of the Meadows Community Association, Inc., on March 9, 2017, approved amendments to the Declaration regarding the levy of fines.

NOW, THEREFORE, pursuant to the foregoing authority, the Meadows Community Association, Inc. does hereby modify and amend the Declaration as follows

1. Paragraph 13(b)(i) of the Declaration is deleted in its entirety and replaced as set forth below. There were no substantive changes to Paragraph 13(b)(ii) and is set forth below for informational purposes.

(i) Levying fines against Owners for violations of the rules, regulations and restrictions enforced by the Community Association to govern the conduct of persons at the subdivision, including violations of the terms and conditions of the Declaration, Bylaws, or Rules and Regulations. The Board may levy a fine against an Owner, not to exceed \$100.00 per violation per day, or the maximum amount permitted by law from time to time, for each violation by the Owner, or his or her tenants, guests or visitors up to a maximum aggregate fine of no more than \$5,000.00 for each violation. In the event the Owner, or his or her tenants, guests or visitors, are engaging in conduct, or failing to act, which constitutes a separate violation(s) of the governing documents, the Board may levy additional fine(s) against the Owner, not to exceed \$100.00 per violation per day, or the maximum amount permitted by law from time to time, up to a maximum aggregate fine of \$5,000.00 for each separate violation. Written notice of the nature of each violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate per day fine for continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board shall have the authority to adopt rules, regulations, and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the governing documents allegedly violated; and
3. A short and plain statement of the matters asserted by the Community Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Community Association. The hearing shall be conducted before a panel of three (3) Owners appointed by the Board (sometimes referred to as the compliance committee or panel), none of whom may then be serving as a director, officer, or employee of the Community Association, or be a spouse, parent, child, brother, or sister of an officer, director, or employee. In no event shall more than one person from the same property be appointed to the compliance panel, and no person from a property may be appointed if another representative of that property is then serving on the Board.

If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied and the Community Association shall not collect from the owner any costs, expenses, or attorney fees relating to the attempt to levy a fine.

If the panel, by majority vote, which may be taken by secret ballot, determines to levy a fine, the owner shall be liable for all attorney fees and costs incurred by the Community Association incident to the levy or collection of the fine. Any partial payments received by the Community Association shall be first applied against attorney fees, then costs, then the unpaid fines.

The minutes of the hearing shall contain a statement of the results of the hearing, and the fine, if any, that was imposed.

If permitted by law, the Community Association shall have the right to file a lien against the Owner's property to secure an unpaid fine, and costs and attorney fees incurred by the Community Association incident to the levy or collection of the fine, which lien may be foreclosed by the Community Association in the same manner as a mortgage.

(ii) Suspend, for a reasonable period of time, the right of an Owner, or an Owner's tenant, guest, or invitee, to use the community common areas, common facilities, or any other Community Association property, for failure to comply with the governing documents or rules and regulations.

The due process requirements, including the right to a hearing before a hearing panel, as set forth above in paragraph 13(b)(i) as to fining, shall be applicable to suspensions under this subsection 'ii'.

No suspension shall prohibit an Owner or tenant from having vehicular and pedestrian ingress to and egress from the Owner's property, including but not limited to, the right to park a motor vehicle.

The due process requirements provided herein for suspensions shall not apply to suspensions of voting rights or use rights due to an Owner being more than 90 days delinquent in paying a monetary obligation to the Community Association, which may be imposed by action at a duly noticed Board meeting. Upon approval, the Community Association shall notify the Owner and, if applicable, the properties occupant, licensee, or invitee by mail or hand delivery.

THE SIGNATURE PROVISIONS FOLLOW ON THE NEXT PAGE

IN WITNESS WHEREOF, the Meadows Community Association, Inc. 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 9th day of March, 2017.

Sandra Truman

Witness Signature

SANDRA TRUMAN

Printed Name of Witness

Lisa Compton

Witness Signature

Lisa Compton

Printed Name of Witness

Meadows Community Association, Inc.

Claire A. Coyle

By: Claire A. Coyle, President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9th day of March 2017, by Claire A. Coyle, President of Meadows Community Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Kathleen M Gibson
Notary Public

