

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



**CERTIFICATE OF 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 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 October 11, 2018, approved an amendment to the Declaration pertaining to the imposition of a capital contribution payment.

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

A new Paragraph 30 is created to read:

30. Capital Contribution. Each Owner who acquires title to a Property subject to this Declaration after the recording of this amendment in the public records of Sarasota County, Florida shall pay to the Association a one-time contribution (the Capital Contribution") to be used by the Association for purposes of benefitting the Meadows community. The amount of the Capital Contribution shall be Two Hundred and Fifty Dollars (\$250.00).

A. Failure to Pay Capital Contributions. The Capital Contribution payable upon acquisition of a Property by an Owner shall be the personal obligation of the Owner. If any Capital Contribution is not paid within fifteen (15) days after the date on which payment of the Working Capital Contribution is due, then:

(i) Interest shall accrue on the Capital Contribution from the due date until paid at the rate of 18 percent per annum or such other legal rate as may be established by the Board;

(ii) A delinquency charge equal to five (5%) percent of the Capital Contribution shall be added to the applicable Capital Contribution.

(iii) The Association may bring suit against the Owner on the personal obligation to recover the amount of the Capital Contribution, together with the delinquency charge and interest and all costs incurred by the Association, including Attorney's Fees, in preparation for and in bringing such suit.

B. Creation of Lien. Each Capital Contribution against a Property shall be secured by a lien in favor of the Association against the Property in accordance with the provisions of this Section. The lien

shall secure not only the amount of the Capital Contribution, but also all interest, delinquency charges, and costs of collection as provided therein.

C. Enforcement of Lien. In the event any Capital Contribution is not paid within 30 days after it is due, the Association shall have the right to file a claim of lien in the Public Records. The Capital Contribution lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien against any Property, the Association shall be entitled to recover from the Owner of such Property the interest and delinquency charges provided herein and all costs, including attorney's fees, incurred in preparing, filing, and, if applicable, foreclosing the Capital Contribution, and all such costs, delinquency charges, interest, and Attorney's Fees shall be secured by such lien.

D. Priority of Lien. It is the intent hereof that the Capital Contribution lien against each Property shall be subordinate and inferior only to the lien of taxes and special assessments levied by the County of Sarasota and other governmental bodies and to the lien of any mortgage upon such Property acquired by a mortgagee prior to the recording of a claim of lien.

IN WITNESS WHEREOF, the Meadows Community Association, Inc. has caused this instrument to be executed in its name by its undersigned duly authorized officer this 11<sup>th</sup> day of October, 2018.

*Sherie Shepard*

Witness Signature

Sherie Shepard

Printed Name of Witness

*Lisa Compton*

Witness Signature

Lisa Compton

Printed Name of Witness

**The 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 11<sup>th</sup> day of October, 2018 by Claire A. Coyle, President of ~~The 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

