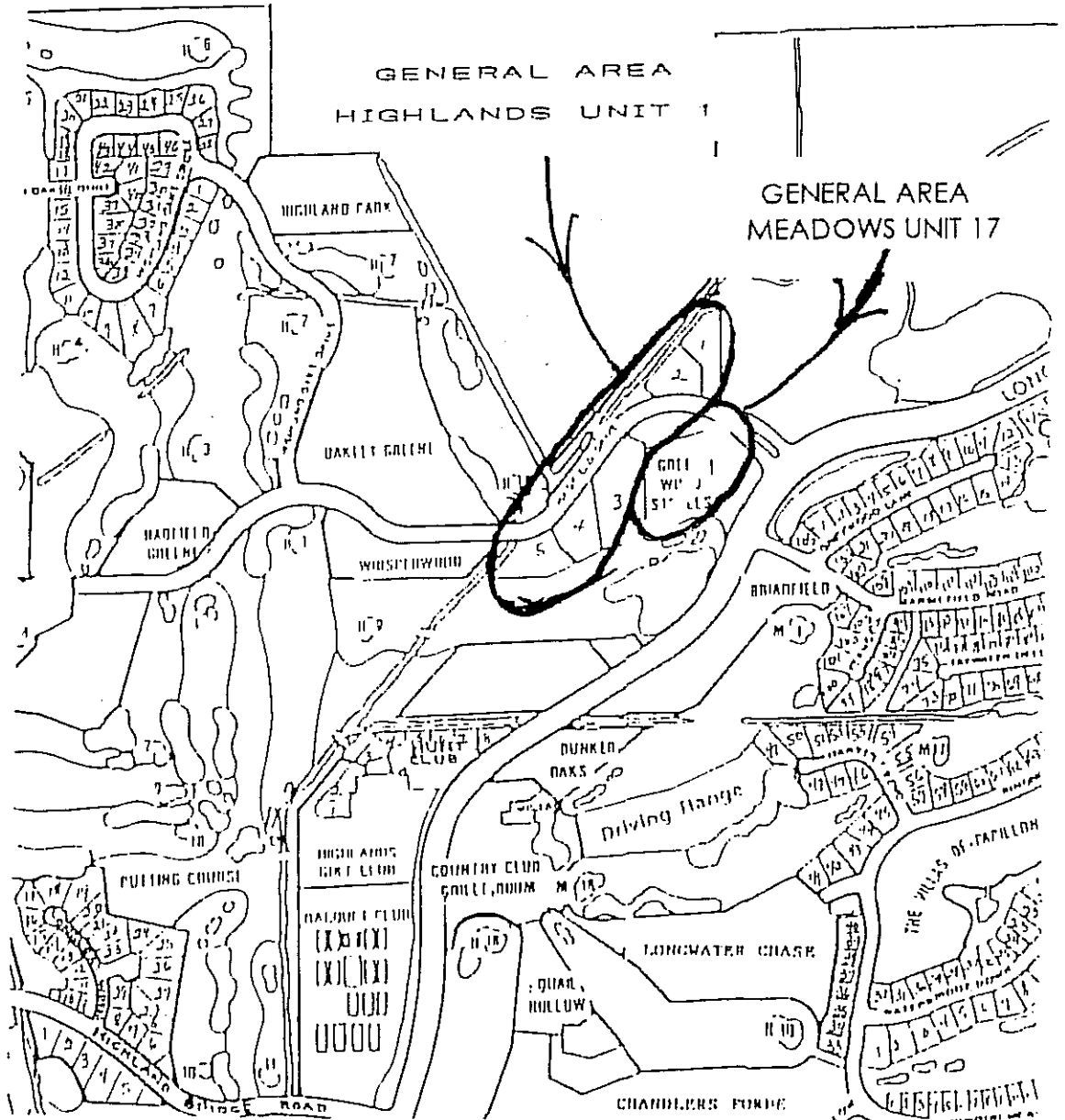


SINGLE-FAMILY HOMES



DECLARATION OF RESTRICTIONS
FOR SINGLE FAMILY LOTS
OF
GREENWOOD STABLES AT THE MEADOWS
(FORMERLY KNOWN AS THE MEADOWS, UNIT 17)

WHEREAS, M. PETE McNABB, INC., a corporation under the laws of the State of Florida, herein referred to as the Developer, is the owner of the following described property in Sarasota County, Florida, to-wit:

Lots 1 through 7, inclusive, Greenwood Stables at The Meadows, as per plat thereof recorded in Plat Book 39, pages 10 through 14, inclusive, Public Records of Sarasota County, Florida; and

WHEREAS, it is the desire and intention of Developer to sell the property described above and to impose upon it mutually 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 development 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 any of the above described lots, to wit:

1. Meadows Membership. Every owner of a lot in this subdivision shall be required to become a member of The Meadows Community Association, Inc., a Florida corporation not for profit (hereinafter called "MCA"), pursuant to the provisions set forth in the Declaration of Maintenance Covenants for The Meadows recorded in Official Records Book 1113, Page 715, as amended by amendments recorded in Official Records Book 1137, Page 1968, O. R. Book 1326, Page 882, O. R. Book 1428, Page 552, O. R. Book 1693, Page 2127, O. R. Book 1693, Page 2130, O. R. Book 1910, Page 413, O. R. Book 1910, Page 416, O. R. Book 2007, Page 2152, O. R. Book 2183, Page 571, O. R. Book 2407, Page 1506, O. R. Book 2479, Page 1474, O. R. Book 2749, Page 982, and O. R. Book 2919, Page 1689, Public Records of Sarasota County, Florida; and all of the terms and provisions thereof and any future amendments thereto shall be binding upon and the benefits shall inure to each and every owner of a lot in this subdivision.

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 which shall not exceed TWO (2) stories or THIRTY (30) feet in height. Each dwelling shall be constructed with an enclosed two-car garage. No detached structures shall be erected or permitted and all patios, screened enclosures or other auxiliary buildings shall be attached to and made a part of the dwelling house. No air conditioning and heating equipment, pool pump, pool heating equipment (including solar device), or other mechanical equipment shall be permitted unless it is appropriately located and/or fenced or screened in accordance with the provisions of Paragraph 19, below. No exterior statuary or other decorative objects shall be permitted without the express written permission of the Developer. The grade level of each lot as initially established by Developer shall not thereafter 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 on each lot will be established by Developer prior to commencement of construction. The buildings to be erected or maintained shall be of new and durable material. Cement block, if any, must be veneered with wood (excluding plywood), brick, stone, stucco or other material approved by Developer. Composition of all roofs shall consist of concrete tile 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 EIGHTEEN HUNDRED (1,800) square feet of air-conditioned living area.

V# 501, RECORD TO JHC, 50000 RECORDS

3. Land Development & Architectural Control. No building, structure, or other improvement (including patios, pools, screened enclosures, 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 the type and location of air conditioning and heating equipment, pool pump and pool heating equipment), and landscape plans, have all been submitted to and approved in writing 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, including the distance from and the orientation to the adjacent street. Developer 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 the building 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 (2) 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.

4. Building Locations. No building, structure or other improvement shall be located on any lot nearer to the front lot line than TWENTY (20) feet, nor nearer to any rear lot line than 20 feet, nor nearer to any street side lot line than FIFTEEN (15) feet, nor nearer to any interior side lot line than FIVE (5) feet. The front lot line is defined as the lot line facing the street. If two or more lot lines face streets, then the front lot line is defined as the lot line on that street from which the lot has the greatest depth. The main entrance to the residence to be built on the lot shall face the front lot line 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 TWENTY (20) feet to a minimum of FIFTEEN (15) feet in order to accommodate the building and improvements and to preclude a row appearance of homes. Developer shall also have the right to vary the rear setback from TWENTY (20) feet to a minimum of TEN (10) feet if deemed necessary to accommodate the building or improvements. Swimming pools, screened pool enclosures or screened patio enclosures may be located as near as TEN (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 "Golf Course 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, roofed porches, roofed patios and lanais, or any other overhanging portion of the roof of the building, 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 upon condition that Developer approves such construction and provides written release of any existing lot line easement and any existing utility lines or drainage lines are relocated at Owner's expense. Setbacks as described in this paragraph are minimum setback requirements, and these requirements may be increased, decreased or altered by Developer on a case-by-case basis for reasons which, in Developer's sole discretion and judgment, enhance the value, desirability and attractiveness of the subdivision.

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 6 inches above ground level, and any fence, hedge or wall must be approved by Developer as to location, material, color and design. Notwithstanding the foregoing, however, any fence, hedge or wall erected, installed or maintained between the golf Course Setback Line" shown on the plat of this subdivision and the lot line shall not be in excess of TWO AND ONE-HALF (2.5) feet above ground level. Any fence, hedge or wall shall not block any drainage, utility or lake maintenance easement as described in paragraph 7 below.

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 access to and the installation, repair and maintenance of utilities and for drainage facilities as reflected on the recorded plat of this subdivision. Within these easements no walls, fences, irrigation systems or other structures, nor hedge or other plantings, fill or other material shall be placed, installed or permitted to remain which may damage or interfere with the access to or installation, repair 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 landscaping and improvements in it shall be maintained constantly in good condition by the owner of the lot. If any of the aforementioned improvements or plantings are installed within such easement area and subsequently have to be removed for the purpose of access to or maintenance and repair of utility lines or drainage lines, such removal and replacement shall be at the sole expense of the lot owner regardless of whether or not the installation of such improvements or plantings was permitted by Developer.

8. Nuisances. No noxious, unsightly 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, installed or used on any lot at any time, either temporarily or permanently, with the exception of the customary general contractor's debris collection container and portable restroom facility, but only during the course of construction of improvements on the lot.

10. Signs. No sign or any kind shall be displayed to the public view on any lot except one sign of not more than THREE (3) square feet used to advertise the property for sale. Any sign for any other purpose, including a sign used by a builder to notify subcontractors and material suppliers or to advertise the property during the construction and sales period, must be submitted to and approved by the Developer, such approval to include the size, shape, materials, color and location. In no case, however, shall the number of signs displayed to advertise the property exceed ONE (1) sign per lot nor THREE (3) square feet in size.

11. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the sole exception of dogs, cats or other customary household pets, which 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. 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 disabled vehicle shall be stored on the premises except on a temporary basis (less than ONE (1) week). No carts, trucks, motor homes, trailers, motorcycles, boats, racing cars or commercial vehicles or 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.

13. Recreation Equipment. All basketball courts, backboards, Volleyball nets, swingsets, sandboxes, picnic tables and other outdoor recreational equipment shall be installed, maintained or used only in the rear of a residence and shall not be installed or located in such manner as to be exposed to view from any public or private street or adjacent golf course.

14. Driveway. All driveways shall be paved in concrete and must extend from the garage to the adjacent street pavement. Such driveways shall be constructed of reinforced concrete having a minimum thickness of 4 inches and having either a trowel or broom finish, or an exposed aggregate finish or other surface finish approved by Developer. All driveways must be approved by the Developer as to location, construction material, color and design. No driveways shall be permitted from the side street lot line.

15. Water and Sewer. All residences shall use and be connected to the central water and sewerage service made available by the County and the Developer. No well shall be drilled on any lot, except a well to be used exclusively for irrigation purposes, and then only upon approval by the Developer and appropriate governmental agencies. No septic tank shall be installed, used or maintained on any lot.

16. Underground Utilities. All utility lines and lead-in wires, including but not limited to, electrical lines, cable television lines, telephone lines, and water and sewer lines, located within the confines of any lot or lots shall be located underground.

17. Lawns and Landscaping. Upon completion of construction of the residence on each lot, there shall be planted in the front yard ONE (1) tree for each ONE THOUSAND (1,000) square feet of front yard (such trees to have a trunk measuring at least TWO (2) inches in diameter ONE (1) foot above ground level) and to be of a native species (as defined by the County of Sarasota) and approved by Developer (existing trees living subsequent to completion of construction shall qualify towards this requirement). No living trees shall be removed without the prior written approval of Developer. All yards shall be grass sodded and landscaped pursuant to the approved landscape plan, which sodding and landscaping shall be completed prior to occupancy of the residence and thereafter maintained in good condition by the lot owner. All lawns and the approved landscaping of each residence lot shall be extended to the adjacent street pavement and, wherever applicable, to the waters of any adjoining lake (including each side of any intervening sidewalk or golfcart path) and shall thereafter be maintained in good condition by the lot owner. No gravel, blacktop or paved parking strips shall be installed or maintained by any Owner adjacent to and along the street

18. Maintenance Of Premises. Each lot owner shall be responsible for the continuing proper maintenance and care of his lot. All landscaped areas shall be served by an automatic underground irrigation system kept in good working order by each Owner. Maintenance of landscaping shall include watering, fertilizing, mowing, trimming and the prompt replacement of dead trees, shrubs, lawn or other landscaping. All weeds, underbrush or other unsightly growths over SIX (6) inches high shall be promptly removed from the property by the lot Owner. No trash, debris, refuse pile, decaying matter or other unsightly objects shall be placed upon or allowed to remain upon the property. If the Owner shall fail or refuse to keep the property in a neat and clean condition by preventing the placement of or failing to promptly remove the unsightly objects specified herein, or any other unsightly growths or objects, then Developer may enter upon the property and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, and the Owner for himself, his successors and assigns, does hereby request that such acts be performed by Developer if at any time the same is not performed by the Owner or party in possession of the property, and the Owner agrees to pay Developer for such work within THIRTY (30) days after the same is performed. If any such Owner fails to pay as above provided, Developer may take such legal action as it may deem appropriate to enforce its claim against such Owner including, but not limited to, injunctive relief.

19. Exterior Facilities And Equipment. No exterior television or radio antenna, satellite dish or other telecommunication device, shall be installed or maintained on the premises; provided, however, that in those instances where State or Federal laws, rules or regulations require that certain telecommunication devices be permitted to be installed on the exterior of homes notwithstanding any prohibition to the contrary contained in Subdivision Restrictions, then in such event Developer will permit such devices to be installed subject, however, to guidelines adopted by Developer from time to time, which guidelines shall be directed towards achieving a minimum of visual intrusion and the maintenance of quality standards for this residential subdivision. Solar hot water heating equipment and piping may be installed, but only on the rear roof of the residence and in such manner that it will not be visible from the front lot line. All garbage and trash containers used on the property shall either be placed underground or within walled-in or fenced-in areas so as not to be visible from the street. No clotheslines or clothes drying facilities shall be installed or erected in the front yard of a home or within any easement area or between the lot lines and the setback lines provided for herein or as reflected on the plat

of this subdivision. Such permitted facilities shall be installed or erected only when completely screened from view of neighboring properties by decorative walls, fences or landscaping approved by Developer in accordance with the provisions of Paragraph 5, above.

20. Mailboxes. Mailboxes in this subdivision shall be of a uniform color, material and design which, together with the location thereof, shall be subject to approval by Developer. Continuing maintenance of the mailbox and replacement thereof when necessary shall be the responsibility of the Owner serviced by such box.

21. Lake Maintenance Easement. Several of the lots within this subdivision are located adjacent to a lake which serves as part of the drainage system for this Subdivision. The lakefront property line of each such lot is located at the top of bank around the lake. 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 shall be subject to regulations adopted from time to time by Developer or by The Meadows Community Association, 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, mowing and maintaining the abutting land area located between the lake-front lot line of his lot and the waters of the lake. Developer reserves the full and unrestricted right of access over and across such abutting land area and the adjacent lake maintenance easement on any lot as reflected on the Subdivision Plat for the purpose of access to and maintenance of said lake and for any temporary overflow of lake waters.

22. Assignment to The Meadows Community Association. At any time during the term hereof, Developer shall have the right to assign all or any portion of its rights hereunder to The Meadows Community Association, Inc. Such assignment or assignments may be of all rights of Developer or may be of portions thereof. As such rights are assigned, The Meadows Community Association, Inc. agrees to accept such assignment and thereafter to carry out the duties of Developer as so assigned. Upon completion of development activities by the Developer and the sale of all lots in this subdivision, all of Developer's rights hereunder shall be assigned to The Meadows Community Association, Inc. In the meantime, however, MCA shall have the right of review and approval of all matters hereinabove set forth which require Developer approval. MCA and Developer shall participate on an equal basis in the decision making process.

23. 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.

24. 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 SIXTY-SIX AND TWO/THIRDS (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.

25. Modification. These restrictions may be modified at any time by an instrument in writing signed and acknowledged by the then owners of SIXTY-SIX AND TWO/THIRDS (66-2/3) percent of the above described lots within the subdivision, but shall not be modified to affect any of the rights of Developer or its assigns without its written approval.

26. 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, at which time such right shall be deemed transferred to The Meadows Community Association, Inc.

27. 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.

28. Sarasota County Requirements.

- (a) Sarasota County shall have the right, but not the obligation, to enforce issues pertinent to the surface water drainage system by proceeding at law or in equity, including the right to prevent the violation as to any applicable drainage ordinances, the right to recover damages for any such violations, and including the right to impose and enforce assessments on behalf of the Subdivision.
- (b) No amendment to this Declaration shall impair, restrict, or prove detrimental to the rights of Sarasota County as provided within the Declaration, and as subsequently amended, without the joinder and consent of an authorized officer, representative or agent of Sarasota County.

29. Additional Restrictions.

- (a) The Lot Owners shall not remove native vegetation [REDACTED] that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide and cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to Southwest Florida Water Management District ("SWFWMD"), Venice Service Office and Surface Water Regulation Manager.
- (b) Each Lot Owner within the Subdivision at the time of construction of a building, residence or structure shall comply with the constructions plans for the surface water management system pursuant to Chapter 40D-4, F.A.C. approved and on file with the SWFWMD.
- (c) Developer shall, after completion of the development of all lots and after the required monitoring period terminates, transfer any and all permits to MCA concerning the continued maintenance and repair of the improvements at Greenwood Stables at The Meadows, formerly known as The Meadows, Unit 17, including all improvements governed by SWFWMD and DEP permits. MCA shall accept the assignment and agree to abide by all applicable rules and ordinances concerning the continued maintenance and repair of any and all improvements and structures controlled by SWFWMD or any other applicable governmental agency.
- (d) Developer, for itself and MCA and their designees, reserves the right, in its sole discretion, to use any portion of the Common Areas serving this subdivision as necessary to perform maintenance, monitoring and other functions as may be required from time to time.
- (e) In the event of the dissolution of MCA, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and that if not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

(f) No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Venice Regulation Department.

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 officer this 22 day of July, 1997.

Signed, Sealed and Delivered
in the presence of:

[Signature]
[Signature]

M. PETE McNABB, INC.

By: [Signature] Vice-President
DEREK NELSON
As Vice President

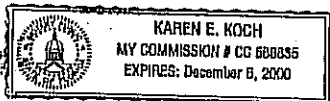
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of July 1997 by Derek Nelson Vice-President of M. PETE McNABB, INC., a Florida corporation, on behalf of the corporation. The above-named person 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.

Karen E. Koch
Signature of Notary Public

(Notary Seal)

KAREN E. KOCH
Print Name of Notary Public



I am a Notary Public of the State of Florida and my commission expires on _____

GAD:luc-172386y

yy

RECORDED IN OFFICIAL RECORDS
-7-
97 JUL 31 PM 1:06
SARASOTA COUNTY FLORIDA

JOINDER AND CONSENT

The undersigned hereby joins in, ratifies and consents to the submission of the land described in Exhibit "A" attached hereto to the Plat of Greenwood Stables at The Meadows, formerly known as The Meadows, Unit 17 and the Declaration of Restrictions for Single Family Lots of Greenwood Stables at The Meadows, formerly known as The Meadows, Unit 17, and the First Amendment thereto.

Signed, sealed and delivered
in the presence of:

Deborah Lamer
Name: DEBORAH LAMER

Donald V. O'Henry
Name: Donald V. O'Henry

The Meadows Community Association, Inc.
a Florida Corporation not for profit

By: Frank Reuss
Name: FRANK REUSS
As: MEADOWS President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 23 day of July, 1997, by Frank REUSS, as _____ President of THE MEADOWS COMMUNITY ASSOCIATION, INC., a Florida Corporation not for profit, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

 **BOBBIE MATERIOLI**
COMMISSION # CC 60286-1
EXPIRES SEP 5, 1998
BONDED THRU
ATLANTIC BONDING CO., INC.

Bobbie Materioli
Notary Public
Name: _____
Serial No. _____
My Commission Expires: _____

Exhibit "A"

DESCRIPTION

A TRACT OF LAND LYING IN SECTION 11, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF PARCEL A, THE HIGHLANDS UNIT 1, AS RECORDED IN PLAT BOOK PAGES 33 AND 33A OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.81°54'06"E., ALONG THE SOUTHERLY LINE OF SAID PARCEL A EXTENDED, A DISTANCE OF 5.70 FEET TO THE EASTERLY LINE OF PARCEL 2 AS DESCRIBED IN OFFICIAL RECORD BOOK 2196, PAGE 280 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.00°39'09"W. ALONG SAID EASTERLY LINE OF PARCEL 2, A DISTANCE OF 399.48 FEET TO ITS INTERSECTION WITH THE EXTENSION OF THE NORTHERLY LINE OF PARCEL A OF THE HIGHLANDS UNIT 1; THENCE ALONG THE NORTHERLY LINE OF PARCEL B OF SAID PLAT OF THE HIGHLANDS UNIT 1 AND ITS EXTENSION, FOR THE NEXT THREE (3) CALLS; (1) THENCE N.81°54'06"W., A DISTANCE OF 225.64 FEET; (2) THENCE N.89°05'18"W., A DISTANCE OF 3.62 FEET; (3) THENCE N.84°11'29"W., A DISTANCE OF 124.22 FEET TO THE EASTERLY LINE OF TRACT III OF SAID PLAT OF THE HIGHLANDS UNIT 1; THENCE N.01°06'23"E., ALONG THE EASTERLY LINE OF SAID TRACT III, A DISTANCE OF 399.52 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF THE PARCEL A, THE HIGHLANDS UNIT 1; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL A, THE HIGHLANDS UNIT 1 FOR THE NEXT TWO (2) CALLS; (1) THENCE S.84°11'49"E., A DISTANCE OF 124.68 FEET; (2) THENCE S.81°54'06"E., A DISTANCE OF 219.94 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN INGRESS & EGRESS EASEMENT RECORDED IN O.R. BOOK 2196, PAGE 285; O.R. BOOK 2938, PAGE 208; AND O.R. BOOK 2992, PAGE 396 ALL OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

CONTAINING 3.206 ACRES, MORE OR LESS.

RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received

JOINER AND CONSENT OF MORTGAGEE

The undersigned owner and holder of that certain mortgage between BARNETT BANK, N.A., Mortgagee and M. PETE MCNABB, INC., a Florida Corporation, as Mortgagor, dated, February 10, 1997, and recorded in O.R. Book 2938, Page 210, Public Records of Sarasota County, Florida, constituting a lien upon the premises described in Exhibit "A" attached hereto, does hereby joins in, ratifies and consents to the submission of the land to the Plat of Greenwood Stables at The Meadows, formerly known as The Meadows, Unit 17, and the Declaration of Restrictions for Single Family Lots of Greenwood Stables at The Meadows, formerly known as The Meadows, Unit 17,

Signed, sealed and delivered in the presence of:

[Signature]
Name: ROBERT S MEDNER

[Signature]
Name: Helen H. Bennett

BARNETT BANK, N.A.
a National Banking Association

By: [Signature]
Name: Lori Baucom
As: VICE President

STATE OF FLORIDA
COUNTY OF ~~SARASOTA~~ MANATEE

The foregoing instrument was acknowledged before me this 22 day of July 1997, by Lori Baucom, as Vice President of BARNETT BANK, N.A. a National Banking Association, on behalf of the association, who is personally known to me or who produced _____ as identification.

[Signature]
Notary Public
Name: Helen H. Bennett
Serial No. _____
My Commission Expires: _____

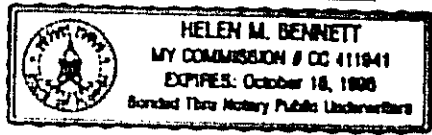


Exhibit "A"

DESCRIPTION

A TRACT OF LAND LYING IN SECTION 11, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF PARCEL A, THE HIGHLANDS UNIT 1, AS RECORDED IN PLAT BOOK 2997, PAGES 33 AND 33A OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.81°54'06"E., ALONG THE SOUTHERLY LINE OF SAID PARCEL A EXTENDED, A DISTANCE OF 5.70 FEET TO THE EASTERLY LINE OF PARCEL 2 AS DESCRIBED IN OFFICIAL RECORD BOOK 2196, PAGE 280 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.00°39'09"W. ALONG SAID EASTERLY LINE OF PARCEL 2, A DISTANCE OF 399.48 FEET TO ITS INTERSECTION WITH THE EXTENSION OF THE NORTHERLY LINE OF PARCEL A, THE HIGHLANDS UNIT 1; THENCE ALONG THE NORTHERLY LINE OF PARCEL B OF SAID PLAT OF THE HIGHLANDS UNIT 1 AND ITS EXTENSION, FOR THE NEXT THREE (3) CALLS; (1) THENCE N.81°54'06"W., A DISTANCE OF 225.64 FEET; (2) THENCE N.89°05'18"W., A DISTANCE OF 3.62 FEET; (3) THENCE N.84°11'29"W., A DISTANCE OF 124.22 FEET TO THE EASTERLY LINE OF TRACT III OF SAID PLAT OF THE HIGHLANDS UNIT 1; THENCE N.01°06'23"E., ALONG THE EASTERLY LINE OF SAID TRACT III, A DISTANCE OF 399.52 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF THE PARCEL A, THE HIGHLANDS UNIT 1; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL A, THE HIGHLANDS UNIT 1 FOR THE NEXT TWO (2) CALLS; (1) THENCE S.84°11'49"E., A DISTANCE OF 124.68 FEET; (2) THENCE S.81°54'06"E., A DISTANCE OF 219.54 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN INGRESS & EGRESS EASEMENT RECORDED IN O.R. BOOK 2196, PAGE 285; O.R. BOOK 2938, PAGE 208; AND O.R. BOOK 2992, PAGE 396 ALL OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

CONTAINING 3.206 ACRES, MORE OR LESS.

RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received

RECORDED IN OFFICIAL RECORDS
97 JUL 31 PM 1:06
COURT CLERK



2005130761

**CERTIFICATE OF NOTICE FOR FILING EXTENSION OF
DECLARATION OF RESTRICTIONS**

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2005130761 16 Pgs
2005 JUN 16 11:27 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt# 42445

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 Greenwood Stables at The Meadows
(formerly known at The Meadows, Unit 17) Subdivision, composed of Single Family
Lots 1 through 7, inclusive, as per plat thereof recorded in Plat Book 39, pages 10
through 10A, inclusive, is recorded in Official Records Book 2997, Page 1369, 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 Greenwood Stables at The Meadows 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:

"Statement of Marketable Title Action

The Meadows Community Association, Inc. ("Association"), has taken action to ensure that the Declaration of Restrictions for Greenwood Stables at The Meadows, as recorded in Official Records Book 2997, Page 1369, of the Public Records of Sarasota County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Sarasota County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association."

In witness whereof, said Association has caused this Certificate to

be signed in its name by its President this 19th day of May, 2005.

WITNESSES:

THE MEADOWS COMMUNITY ASSOCIATION, INC.

Pauline Holovak
Print name: Pauline Holovak

Mary J. Kelleher
Print name: Mary J. Kelleher

By: Eric Jordan

As: President

ATTEST

Pauline Holovak
Print name: Pauline Holovak

By: Marianne Borchers

As: Secretary

Mary J. Kelleher
Print name: Mary J. Kelleher

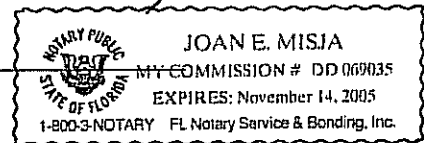
STATE OF FLORIDA
COUNTY OF SARASOTA

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 BORTHERS, 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 Greenwood Stables at The Meadows (formerly known as The Meadows Unit 17) 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 Greenwood Stables at The Meadows (formerly known as The Meadows Unit 17) 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 # _____



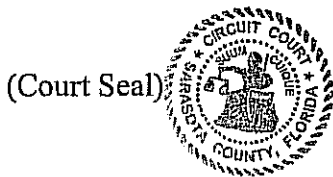
My Commission Expires:

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



By: Margitta Taylor
As Deputy Clerk MARGITTA TAYLOR