

GENERAL AREA
HIGHLANDS UNIT 5

DECLARATION OF RESTRICTIONS OF OPEN SPACE
FOR
THE HIGHLANDS, UNIT 5

TAYLOR WOODROW HOMES FLORIDA INC., a corporation under the laws of the State of Florida, hereinafter referred to as "Developer", does hereby declare the following restrictions to be applicable to that portion of the open space reflected on the plat of The Highlands, Unit 5, which is more particularly hereinafter described.

W I T N E S S E T H :

WHEREAS, upon petition by Developer, the County of Sarasota, hereinafter referred to as "County", has heretofore approved the rezoning of and granted a Special Exception pertaining to certain lands located in Sections 10 and 11, Township 36 South, Range 18 East, to a zoning classification of "RSF-2 PUD", such rezoning being evidenced by that certain Ordinance No. 82-56, dated November 9, 1982, and such Special Exception being evidenced by that certain Resolution No. 82-315, dated November 9, 1982, as subsequently amended by Ordinance No. 87-16, dated February 3, 1987, and Resolution No. 87-53, dated February 3, 1987, each of such Resolutions and Ordinances having been duly approved pursuant to Ordinance No. 75-38, as amended, known and referred to as the "Zoning Regulations of the County of Sarasota" (hereinafter "Zoning Regulations"); and

WHEREAS, Developer is proceeding with the development of said lands as a planned unit development known as "The Highlands" and in connection therewith has recorded Master Covenants For The Highlands in Official Records Book 1659, page 1539, as amended in Official Records Book 1818, page 1288, Public Records of Sarasota County, Florida; and

WHEREAS, the Zoning Regulations of the County of Sarasota pertaining to planned unit developments require a minimum open space equal to fifty (50) percent of the total gross acreage of the planned unit development; and

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WHEREAS, such Zoning Regulations further provide that usable open space shall include active and passive recreational areas; and

WHEREAS, said Zoning Regulations provide that the lands within such development which are to be designated as usable open space will be restricted by appropriate legal instrument mutually satisfactory to Developer and the County as open space either perpetually or for a period of not less than NINETY-NINE (99) years; and

WHEREAS, simultaneously herewith Developer has submitted to County for final approval a plat of certain lands in The Highlands to be known as "The Highlands, Unit 5", and the County has approved said plat which is being recorded simultaneously herewith in Plat Book 33, Page 1-10, Public Records of Sarasota County, Florida; and

WHEREAS, Developer, by this instrument, desires to restrict the lands hereinafter described as open space perpetually after date hereof, subject to the terms and provisions hereof.

NOW, THEREFORE, in consideration of the premises, Developer does hereby declare as follows:

1. The following described lands shall henceforth be restricted as open space in The Highlands whether owned by Developer or its successors or assigns, to-wit:

Tracts XXXV, XXXVI, XXXVII, XXVIII, XXXIX, XLI, XLII, XLIII, XLV, XLVI, XLVII, L, LI, LIII, LIV, LV, LVI, LVII, LVIII as reflected on the plat of The Highlands, Unit 5.

2. Usage of said open space may include both active and passive recreational usage and other permitted uses as follows:

(a) Active recreation areas shall include playgrounds, tennis courts, golf courses, shuffleboard courts, archery ranges, swimming pools and other similar uses, together with improvements accessory thereto.

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(b) Passive recreation areas and uses shall include non-motorized boating on waterways, lakes and lagoons; hiking on nature trails; horseback riding on bridle paths; parks; picnic areas; and other similar uses, together with improvements accessory thereto.

(c) Other usage of the land areas designated as open space shall include walkways, bicycle and golf cart pathways, drainage areas, agricultural use, raising of plants, trees, shrubs and flowers, and other similar uses.

(d) The enumeration of the foregoing uses is for illustrative purposes only and shall not be deemed to prohibit other open space uses properly falling within the intent of the Zoning Regulations. Subject to the foregoing limitations, the determination of the actual usage to be made from time to time of each of the aforementioned tracts, and the adoption and enforcement of rules, regulations and restrictions governing the use thereof, shall be by the fee simple owner thereof.

3. Nothing contained herein shall be deemed to prohibit Developer from transferring the title to all or any portion of the aforesaid Tracts of land, but the restrictions hereinabove set forth shall run with the title to the land and shall be binding upon Developer's successors and assigns.

4. Recognizing that from time to time hereafter it may be necessary or desirable to modify these restrictions as to one or more of the aforesaid Tracts of land, full right and authority is hereby reserved by Developer, until such time as Developer has completed development of The Highlands, to apply to the County to modify these restrictions in whole or in part upon mutual agreement of the Developer and County or, if Developer has theretofore conveyed ownership of any such Tract, then by agreement between the County and the owner of such Tract; provided, however, that nothing contained in this paragraph shall be deemed to permit any increase in the overall density of development of The Highlands or any decrease in the required amount of open space.

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5. These restrictions may be enforced by Developer or County by an action at law or in equity against any person violating or attempting to violate such restrictions. The party bringing the action may recover damages or may obtain injunctive relief, or both, and the successful party shall be entitled to recover court costs and attorneys' fees.

6. These restrictions shall run with the title to the aforesaid Tracts of land and shall be binding upon the parties hereto and all persons claiming under them for a period of NINETY-NINE (99) years from the date of recording, after which time these restrictions will be deemed to be automatically extended for successive periods of ten (10) years unless an agreement to terminate such restrictions, in whole or in part, signed by two-thirds of the then owners of the existing lots and condominium units within said development and by County has been recorded in the Public Records of Sarasota County, Florida.

IN WITNESS WHEREOF, Developer has caused this agreement to be executed by its undersigned duly authorized officers this 13th day of December, 1988.

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Signed, Sealed and Delivered in the Presence of:

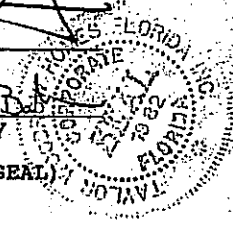
Doni Bartlett
Mason G. Vittorano

TAYLOR WOODROW HOMES FLORIDA INC.

By: [Signature]
As President

Attest: [Signature]
As Assistant Secretary
No. in

Seal Register (CORP SEAL)
1083/88



ACCEPTED BY THE COUNTY OF SARASOTA THIS 17th DAY OF January, 1989.

COUNTY OF SARASOTA

By: [Signature]
VICE As Chairman of the Board of County Commissioners

DEPUTY Attest: Susan Kay Garland
As Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners (SEAL)

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 13th day of December, 1988, by ROGER POSTLETHWAITE, as President, and by MAXINE BAKER as Assistant Secretary, of TAYLOR WOODROW HOMES FLORIDA INC., a corporation under the laws of the State of Florida, acting on behalf of said corporation.

Dolores Roy - [Signature]
Notary Public



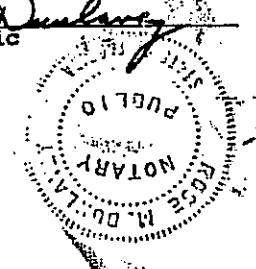
My Commission Expires:

Feb 17, 1989

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 19th day of January, 1989, by JIM GREENWALD as VICE-Chairman of the Board of County Commissioners, and by SUSAN KAY GARLANDO, as DEPUTY Clerk of the Circuit Court.

Rene M. Dunaway - [Signature]
Notary Public



My Commission Expires:

02/swa/881710 Notary Public, State of Florida
My Commission Expires Nov. 16, 1991
Should They Try Fail - Insurance Inc.

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RECORDED IN OFFICIAL
RECORDS
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JAN 19 12 59 PM '89
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL.

CONSERVATION EASEMENT

THE HIGHLANDS, UNIT 5

KNOW ALL MEN BY THESE PRESENTS, that TAYLOR WOODROW HOMES FLORIDA INC., a Florida corporation, as Owner, in consideration of the premises and the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants unto the County of Sarasota, a political subdivision of the State of Florida, a Conservation Easement pursuant to the provisions of Section 704.06, Florida Statutes, over and across the following described property located in Sarasota County, Florida, to wit:

Tract XLIII and portions of Tracts XII, XLVI and XLVII as reflected on the plat of The Highlands, Unit 5, as per plat thereof recorded in Plat Book 33, Page 1-C, Public Records of Sarasota County, Florida; less, however, those portions of the aforesaid tracts traversed by drainage or utility easements as reflected on the aforesaid plat.

The following acts and activities are either expressly prohibited or limited within the boundaries of this Conservation Easement as hereinafter provided, to wit:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground.
2. Construction or placing of utilities on, below or above the ground without appropriate local, state, and federal permits or other authorizations; provided, however, that this restriction shall not be deemed to apply to existing utility easements held by Taylor Woodrow Homes Florida Inc. traversing a portion of the above described property as reflected on the aforesaid plat.

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3. Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, or unsightly or offensive materials.

4. Removal or destruction of trees, shrubs, or other vegetation.

5. Excavation, dredging, or removal of loam, peat, gravel, soil rock, or other material substances in such manner as to affect the surface.

6. Surface use except for purposes that permit the land or water areas to remain in its natural condition.

7. Activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

8. Acts or uses detrimental to such retention of land or water areas.

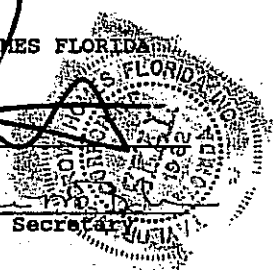
IN WITNESS WHEREOF, Owner has caused this Easement to be executed by its undersigned duly authorized officers this 15th day of December, 1988.

Signed, Sealed and Delivered In The Presence Of:

Sharon A. Wittmann
As to Taylor Woodrow
Jamie Ross
As to Taylor Woodrow
No. in Seal Register 1086

TAYLOR WOODROW HOMES FLORIDA INC.

By [Signature]
As its President
Attest: Maxine Baker
As its Assistant Secretary



STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 15th day of December, 1988, by ROGER POSTLETHWAITE, as President, and MAXINE BAKER, as Assistant Secretary, of TAYLOR WOODROW HOMES FLORIDA INC., a Florida corporation, on behalf of the Corporation.

Kathy Diste
Notary Public

My Commission Expires:

02/swa/881412

Notary Public State of Florida at Large
My Commission Expires April 18, 1989
Bonded by U. S. Fire Insurance Co.

KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL.

JAN 19 1 00 PM '88

RECORDED IN OFFICIAL RECORDS
RECORDS REQUIRED



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DECLARATION OF RESTRICTIONS

FOR SINGLE FAMILY LOTS

OF

THE HIGHLANDS, UNIT 5

WHEREAS, TAYLOR WOODROW HOMES FLORIDA 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 5, inclusive, Block "A", and
Lots 6-29, inclusive, Block "B", The
Highlands, Unit 5, as per plat thereof
recorded in Plat Book 33, pages 1 through
1-C, 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 Highlands 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 Highlands 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. Highlands Membership. Every owner of a lot in this subdivision shall be required to become a member of The Highlands Management Company, a Florida corporation not for profit (hereinafter called "Management Company"), pursuant to the provisions set forth in the Master Covenants for The Highlands recorded in Official Records Book 1659, Page 1539, as amended by amendments recorded in Official Records Book 1818, Page 1288, 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 lots 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.

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, how-

ever, 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 Highlands 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 device, shall be installed or maintained on the premises. 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. Many of the lots within this subdivision are located adjacent to lakes which also serve as part of the drainage system for this Subdivision. The lake-front 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 Highlands 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, 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 Highlands Management Company. At any time during the term hereof, Developer shall have the right to assign all or any portion of its rights and obligations hereunder to The Highlands Management Company. Such assignment or assignments may be of all rights and obligation of Developer or may be of portions thereof. As such rights and obligations are assigned, Management Company agrees to accept such assignment and thereafter to carry out the duties and obligations of Developer as so assigned.

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.

26. Variations. 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 variations for minor deviations therefrom, including setback variations, 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 Highlands Management Company.

27. Non-applicability. These Restrictions shall not be applicable to Blocks "C", "D" and "E" of The Highlands, Unit 5.

28. 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 7th day of FEBRUARY, 1989.

Signed, Sealed and Delivered
In The Presence Of

[Signature]
Jannie M. Gray

TAYLOR WOODROW HOMES FLORIDA
INC.

By: *[Signature]*
Roger Postlethwaite
As its President

No. in
Seal Register
1107

Attest: *[Signature]*
Maxine Baker
As its Assistant Secretary

(CORP SEAL)

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, as President, and MAXINE BAKER, as Assistant Secretary, of TAYLOR WOODROW HOMES FLORIDA INC., a corporation under the laws of 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 7th day of FEBRUARY, 1989.

[Signature]
Notary Public

My Commission Expires:
02/swa/893101

Notary Public State of Florida at Large
My Commission Expires April 19, 1989
Bonded by U. S. Fire Insurance Co.



2005130763

**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 Highlands Unit 5 Subdivision,
composed of Single Family Lots 1 through 5, inclusive, Block "A", and Lots 6 through
29, inclusive, Block "B", as per plat thereof recorded in Plat Book 33, pages 1 through
1C, inclusive, is recorded in Official Records Book 002098, Page 000457, 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 Highlands Unit 5 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

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2005130763 16 Pgs
2005 JUN 16 11:27 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt# 42445

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 The Highlands, Unit 5, as recorded in Official Records Book 002098, Page 000457, 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

Barbara E. Shiner
Print name: BARBARA E. SHINER

By: [Signature]
As: President

ATTEST

Pauline Holovak
Print name: Pauline Holovak

Barbara E. Shiner
Print name: BARBARA E. SHINER

By: Maime Bassers
As: Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

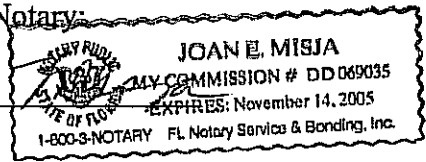
I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared KIRK JORDAN, as President, and MAXINE BORCHERS, as Secretary, of THE MEADOWS COMMUNITY ASSOCIATION, INC. and they acknowledged before me that they are officers of said corporation; and they executed the foregoing Certificate of Notice for Filing Extension of the Declaration of Restrictions of The Highlands Unit 5 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 Highlands Unit 5 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
Notary Public
Commission # _____



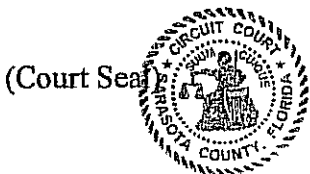
My Commission Expires:

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