

DECLARATION OF RESTRICTIONSFOR SINGLE FAMILY LOTS

of

THE MEADOWS, UNIT 5

WHEREAS, TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom, authorized to do business in the State of Florida, herein called the Developer, is the Developer of The Meadows and Monarch Construction Limited, a corporation under the laws of the Province of Ontario, Dominion of Canada, authorized to do business in the State of Florida, herein called the Builder, is the owner of the following described property in Sarasota County, Florida:

Lots 1 through 56, inclusive, The Meadows, Unit 5, as per plat thereof recorded in Plat Book 25, pages 29 through 29B, inclusive, Public Records of Sarasota County, Florida.

WHEREAS, it is the desire and intention of Developer and Builder to sell the property described above having theretofore imposed upon it these restrictions, covenants and limitations prepared in connection with a general plan for the development and improvement of lands in The Meadows and for the mutual benefit of the future owners of such lands.

NOW, THEREFORE, Developer and Builder hereby declare that all of the property described above is and shall be held, conveyed, transferred, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are in furtherance of a 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 the above described lots, to-wit:

1. Meadowood Membership. All owners of the above described lands shall be required to become a member of The Meadowood Management Co. (hereinafter called Meadowood) as set forth in the Declaration of Maintenance Covenants recorded in Official Records Book 1113, Page 715, as amended in Official Records Book 1137, Page 1968, Public Records of Sarasota County, Florida, and to maintain such membership in good standing and to abide by all the terms and provisions thereof, which shall be binding upon and the benefits of which shall inure to each owner of the above described land.

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 detached single family dwelling not to exceed two stories in height, a two-car private garage and appurtenant fences and walls. No detached structures shall be erected or permitted (except detached two-car garages) and all patio, screened enclosures or

other auxiliary buildings or structures shall be attached and made a part of the dwelling house. No exterior statuary or other decorative objects shall be permitted without the express permission of the Developer. The grade level established by Developer shall not 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 or structure must first be approved by Developer. The buildings to be erected or constructed shall be of new and durable material. Cement block must be stuccoed or veneered with wood, brick, stone or other material approved by Developer. Composition of all roofs shall consist of concrete tile, cedar shingles, 390-pound grade asphalt shingles 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 1,200 square feet. Each dwelling shall be constructed with an enclosed two-car garage.

3. Architectural Control. No building, structure or improvement (including pools, fences and walls) shall be constructed, erected or placed on any lot or thereafter renovated or altered until the detailed construction plans, site plans, and specifications, including exterior material and colors, floor elevations, fixtures and equipment (including type and location of air conditioning and heating equipment), have been submitted to and approved by Developer as to the quality of workmanship and material, harmony of external design and appearance both independent of and in conjunction with existing structures, and as to the location on the site with respect to topography and finished grade elevation. The Developer and its assigns 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 dwelling or other improvement (either too large or too small for a particular lot), building material, color, design, location on the lot or appearance. A design guide has been published by and is available from Developer. Builder or any successor lot owner shall submit two (2) copies of all 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.

Developer may assign this architectural control to Meadowood or to a neighborhood homeowners' association composed of all owners of the above described lots, but only after all of the lots in the subdivision have been sold by Builder.

4. Building Locations. No building or other improvements shall be located on any lot nearer to the front lot line than 25 feet, nor nearer to any rear lot line than 25 feet, nor nearer to any street side lot line than 20 feet, nor nearer to any interior side lot line than 5 feet. Front lot line is defined as the lot line facing the street and if two or more lot lines face streets then the front lot line is defined as the lot line on that street which is on the front or main entrance to the residence built on the lot 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 25 feet to 15 feet in order to preclude a row appearance of homes. Swimming pools, screened

pool enclosures or screened patio enclosures may be located as near as 25 feet to the rear of any lot having a "building setback" line shown on the plat and, for all other lots, as near as 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 "building 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, steps, and open porches 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.

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 above ground level; provided, however, that all fences installed in these locations shall be wood shadowbox fence constructed in accordance with construction plans approved by Developer. Any fence, hedge or wall erected, installed or maintained between the building setback line shown on the plat of this subdivision and the lot line shall not be in excess of 2.5 feet above ground level. No fence, hedge or wall shall be erected, installed or maintained between the front setback line and front lot line or between a street side setback line and street side lot line.

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 installation and maintenance of utilities and for drainage facilities as set forth on the recorded plat of this subdivision. Within these easements no structure, planting, fill or other material shall be placed or permitted to remain which may damage or interfere with the installation 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 improvements in it shall be maintained continuously by the owner of the lot. If any fence or landscaping is permitted within such easement area and subsequently has to be removed for maintenance purposes, such removal and replacement shall be at the expense of the lot owner.

8. Nuisances. No noxious 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 placed or used on any lot at any time either temporarily or permanently, with the exception of the customary general contractor's office or trailer during the course of construction.

10. Signs. No sign or any kind shall be displayed to the public view on any lot except one sign of not more than

1 square foot used to designate the name of the resident. Any sign advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period must be submitted to and approved by the Developer, such approval to include size, shape, materials, color, and location.

11. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other customary household pets 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. Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring lots by a fence or wall.

13. 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 carts, trucks, motor homes, recreational vehicles, trailers, motorcycles, boats, racing cars or commercial 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.

14. Recreation Equipment. All basketball courts, backboards, volleyball nets, swingsets, sandboxes and other recreational equipment shall be installed, maintained or used only in the rear of a residence and shall not be exposed to view from any public or private street.

15. Driveway. All driveways shall extend from the garage to the adjacent street pavement and shall be constructed of reinforced concrete having a minimum thickness of 4 inches and with a trowel-broom finish.

16. Water and Sewer. All buildings shall use and be connected to the central water and sewerage service made available by the Developer. No well shall be drilled on any lot, except upon approval by the Developer and appropriate governmental agencies. No septic tank shall be installed, used or maintained on any lot.

17. Underground Utilities. All utility lines and lead-in wires, including but not limited to, electrical lines, cable television lines, telephone lines, and water and sewerage lines, located within the confines of any lot or lots shall be located underground. No television, radio or other exterior antenna or line shall be installed or maintained on the premises.

18. Lawns and Landscaping. All lawns in front of each residence lot shall be extended to the street pavement line (including each side of any intersecting sidewalk or bike path) and maintained by the lot owner. No gravel, blacktop or paved parking strips along the street shall be installed or maintained. Upon completion of the residence, all yards shall be grass sodded and owner shall plant in the front yard one tree for each 1,000 square feet of front yard (such trees to have a trunk measuring 2 inches in diameter 1 foot

above ground level) and to be of a species approved by Developer, which sodding and planting shall be completed prior to occupancy of the residence.

19. Clotheslines. No clotheslines or clothes drying facilities shall be erected between lot lines and setback lines provided for herein or on the face of the plat of this subdivision. Such facilities shall be erected only between the residence constructed on the lot and the rear setback line or interior side setback line, and shall be completely screened from view of neighboring properties by decorative walls or fences with a minimum height of 6 feet above ground level.

20. 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.

21. 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 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.

22. Modification. These restrictions may be modified at any time by an instrument in writing signed and acknowledged by the then owners of 66-2/3 percent of the above described lots within the subdivision.

23. 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.

24. 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 and owner have caused this instrument to be executed in their name and their corporate seal to be hereunto affixed by their undersigned duly authorized officers this 30th day of November 1978.

TAYLOR WOODROW HOMES LIMITED

By: [Signature]
Rogor Postlethwaite
As its: Agent And Director

Attent: [Signature]
Thomas Brown
As its: Assistant Secretary

No. in
Seal Register
418

MONARCH CONSTRUCTION LIMITED

By: [Signature]
Tom Ralph
As its: Vice President

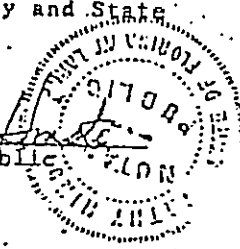
Attest: [Signature]
John Karol
As its: Assistant Secretary

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, a duly authorized Agent and Director, and THOMAS BROWN, Assistant Secretary, of TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom, 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 30th day of November, 1978.

[Signature]
Notary Public



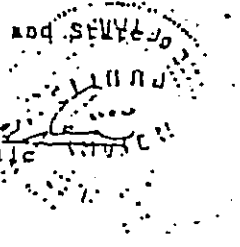
My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires April 18, 1981
Bonded by Aolna Casualty & Surety Co.

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 TOM RALPH, a duly authorized Vice President, and JOHN KAREL, Assistant Secretary, of MONARCH CONSTRUCTION LIMITED, a corporation under the laws of the Province of Ontario, Dominion of Canada, 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 30th day of December, 1978

[Signature]
Notary Public



My Commission Expires: CORA ZIEGLER
Notary Public, Florida at Large
My Commission Expires 11/11/80

NOTARY PUBLIC STATE OF FLORIDA



2005130755

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

2005 JUN 16 11:27 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#642445

REQUIRED IN OFFICIAL RECORDS
INSTRUMENT # 2005130755 17 PGS

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 Meadows Unit 5 Subdivision, composed of Single Family Lots 1 through 56, inclusive, as per plat thereof recorded in Plat Book 25, pages 29 through 29B, inclusive, is recorded in Official Records Book 1274, Page 491, 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 Meadows 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 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:

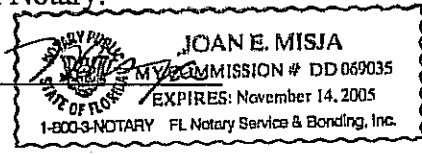
STATE OF FLORIDA
COUNTY OF SARASOTA

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 Meadows 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 Meadows 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 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

(Court Seal)



By: Margitta Taylor
As Deputy Clerk MARGITTA TAYLOR

GENERAL AREA
MEADOWS UNIT 5

