

GENERAL AREA
MEADOWS UNIT 9A

Fire and
Ambulance
Station

7TH STREET

DECLARATION OF RESTRICTIONS

91060354

FOR SINGLE FAMILY LOTS

of

THE MEADOWS, UNIT 9A

** OFFICIAL RECORDS **
BOOK 2306 PAGE 424

WHEREAS, TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom duly authorized to do business in the State of Florida, herein called the Developer, being the owner of the following described property in Sarasota County, Florida, to-wit:

Lots 1 through 8, inclusive, The Meadows, Unit 9A, as per plat thereof, recorded in Plat Book 35, Page 10, Public Records of Sarasota County, Florida.

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. The Meadows Community Association Membership. All owners of the above described lands shall be required to become a member of The Meadows Community Association, Inc. (hereinafter called MCA, formerly The Meadow Management Company, Inc.) as set forth in the Declaration of Maintenance Covenants and Restrictions on The Commons for The Meadows recorded in Official Records Book 1113, Page 715, as amended by amendments recorded in Official Records Book 1137, Page 1968, Official Records Book 1326, Page 882, and in Official Records Book 1428, Page 552, Public Records of Sarasota County, Florida; and all the terms and provisions thereof and any amendments thereto shall be binding upon and the benefits 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 single-family dwelling not to exceed two 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 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. No exterior statuary or other decorative objects shall be permitted without the express permission of the Developer. The grade level established by the initial builder and 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 must first be

approved by Developer. The buildings to be erected or maintained shall be of new and durable material. Composition of all roofs shall consist of concrete tile or cedar/cypress 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 1,800 square feet of air-conditioned living area.

3. Land Development & Architectural Control. No building, structure or improvement (including pools, 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 type and location of air conditioning and heating equipment, pool pump and pool heating equipment), and landscape and irrigation plans, have been submitted to and approved 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. 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, 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.

Developer may assign this architectural control to MCA or to a homeowners' association composed of owners of the above described lots at any time, but shall not be required to assign this architectural control until all of the lots in the subdivision have been sold and all plans approved by Developer.

4. Building Locations. No building, structure or other improvements, (except a pool, deck, or screened enclosure) shall be located on any lot nearer to the front lot line than 20 feet, nor nearer to any rear lot line than 20 feet, nor nearer to any street side lot line than 15 feet, nor nearer to any interior side lot line than 5 feet. Pools, decks and screened enclosures must not be nearer to any rear lot line than 10 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 in order to preclude a row appearance of homes. The distance from the lot lines to the structure shall be measured along a straight line from the closest points. Eaves, steps, open porches and lanais 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. Setbacks as described in this provision are minimum setback requirements, and these requirements may be increased, decreased or altered by Developer on a case-by-case basis in Developer's sole discretion and judgment.

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, and any fence, hedge or wall must be approved by Developer as to location, material, color and design. No

fence, hedge or wall shall be erected, installed or maintained between the front of the building constructed on such lot and the front lot line or between a street side setback line and the 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 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 structure, planting, fill or other material shall be placed 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 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 the purpose of access or maintenance and repair of utility lines, such removal and replacement shall be at the sole 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 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.

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 disabled vehicle shall be stored on the premises except on a temporary basis (less than one 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.

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 be paved 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, an exposed aggregate finish or other finish approved by Developer. All driveways must be approved by the Developer as to location, color and design.
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.
18. Lawns and Landscaping. Upon completion of construction of the residence on each lot, all yards shall be grass sodded and planted, which sodding and planting shall be completed prior to occupancy of the residence. All laws or approved landscaping in front of each residence lot shall be extended to the pavement line (including each side of any intersecting sidewalk or bike path) and maintained by the lot owner, and all of such area shall be served by an automatic underground irrigation system. No gravel, blacktop or paved parking strips along the street shall be installed or maintained.
19. Clotheslines. No clotheslines or clothes drying facilities shall be permitted except inside the single family dwelling.
20. Mailboxes. Mailbox color, material, location and design must be approved by the Developer.
21. Lake Maintenance Easement. A number of the lots in the subdivision are located adjacent to a lake which also serves as part of the drainage system for this Subdivision. The lakefront property line of each lot is located at or near the top of the bank around the lake. However, 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 are subject to regulations adopted from time to time by Developer or by MCA; 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 land area between the lot line of his lot and the waters of the lake. Developer reserves the full right of access over and across such land area and the adjacent lake maintenance easement as reflected on the Subdivision Plat for the purpose of access to and maintenance of said lake. Developer's rights hereunder may be assigned to MCA.
22. 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.

** OFFICIAL RECORDS **
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23. 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 75 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.

24. Modification. These restrictions may be modified at any time by an instrument in writing signed and acknowledged by the then owners of 75 percent of the above described lots within the subdivision.

25. 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.

26. 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.

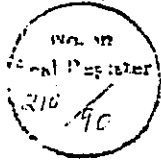
IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name and its corporate seal to be hereunto affixed by its undersigned duly authorized officers this 10th day of December, 1990.

Signed, Sealed and Delivered
In The Presence Of:

TAYLOR WOODROW HOMES LIMITED

Dolbe Carrington
Notary Public - Sarasota

By: [Signature]
Roger Postlethwaite
As its Agent and Director



Attest: [Signature]
Kathryn B. Clayton
As its Assistant Secretary

(CORP SEAL)

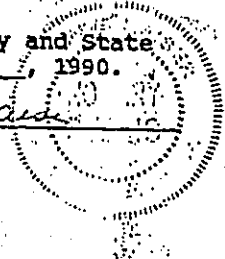
STATE OF FLORIDA
COUNTY OF SARASOTA:

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, Agent and Director, and KATHRYN B. CLAYTON, Assistant Secretary, of TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom authorized to do business in 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 of Florida aforesaid this 10 day of December, 1990.

Zyan E. Kain
Notary Public



** OFFICIAL RECORDS **
BOOK 2306 PAGE 429

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires March 25, 1994
Bonded By Aetna Casualty & Surety Co.

RECORDED IN OFFICIAL
RECORDS
RECORDED
JUN 17 5 16 PM '91
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL.

DECLARATION OF RESTRICTIONS OF OPEN SPACE
FOR THE MEADOWS, UNIT 9A

TAYLOR WOODROW HOMES LIMITED, a corporation organized under the laws of the United Kingdom and duly authorized to transact business in 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 Meadows, Unit 9A, 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 rezoned certain lands located in Sections 2, 11, 12, 14, and 15, Township 36 South, Range 18 East, to a zoning classification of "RSF-2 PUD", such rezoning being evidenced by that certain Resolution and Development Order dated November 13, 1974, recorded in Official Records Book 1063, page 1070, Public Records of Sarasota County, Florida, such resolution 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 Meadows" and in connection therewith has recorded a Declaration of Maintenance Covenants and Restrictions on The Commons in Official Records Book 1113, page 715, 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 percent (50%) of the total gross acreage of the planned unit development; and

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

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P.O. Records 4th Fl. 5277

WHEREAS, said Zoning Regulations and the aforesaid Resolution and Development Order 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 Meadows to be known as "The Meadows, Unit 9A", and the County has approved said plat which is being recorded simultaneously herewith in Plat Book ____, Page ____, 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 Meadows whether owned by Developer or its successors or assigns, to-wit:

Tracts CXIX, CXX, CXXI, CXXII, CXXIII and CXXIV as reflected on the plat of The Meadows, Unit 9A.

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.

(b) Passive recreation areas shall include 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 to apply to the County, until Developer has completed development of The Meadows, 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 Meadows or any decrease in the required amount of open space.

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/or condominium units within said subdivision 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 29th day of November, 1990.

Signed, Sealed and Delivered in the Presence of:

Malissa Kay - K. [Signature]



TAYLOR WOODROW HOMES LIMITED

By: [Signature]
As Agent and Director

Attest: [Signature]
As Assistant Secretary

(CORP SEAL)

ACCEPTED BY THE COUNTY OF SARASOTA THIS 7th DAY OF May, 1990.

[Signature]

COUNTY OF SARASOTA
By: [Signature]
As Chairman of the Board of County Commissioners

Attest: [Signature]
As Clerk of the Circuit Court

(SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 29th day of November, 1990, by ROGER POSTLETHWAITE, as Agent and Director, and by KATHRYN B. CLAYTON, as Assistant Secretary, of TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom authorized to do business in the State of Florida, acting on behalf of said corporation.

Zygmunt Kaiser
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Comm. Expires OCTOBER 25, 1994
Bonds: D. Adams C. Liberty T. Sundry Co.

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8th day of May, 1990, by CHARLEY RICHARDS as Chairman of the Board of County Commissioners, and by KAREN FRANCES RUSHING as Clerk of the Circuit Court.
DANIEL DEPUTY

Susan Kay Garwood
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 23, 1993
BONDED THRU GENERAL INS. UNO.

RECORDED IN OFFICIAL
RECORDS
MAY 8 2 57 PM '91
KAREN F. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL.

DECLARATION OF RESTRICTIONS

FOR SINGLE FAMILY LOTS

of

THE MEADOWS, UNIT 9A

WHEREAS, TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom duly authorized to do business in the State of Florida, herein called the Developer, being the owner of the following described property in Sarasota County, Florida, to-wit:

Lots 1 through 8, inclusive, The Meadows, Unit 9A, as per plat thereof, recorded in Plat Book _____, Page _____, Public Records of Sarasota County, Florida.

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. The Meadows Community Association Membership. All owners of the above described lands shall be required to become a member of The Meadows Community Association, Inc. (hereinafter called MCA, formerly The Meadowood Management Company, Inc.) as set forth in the Declaration of Maintenance Covenants and Restrictions on The Commons for The Meadows recorded in Official Records Book 1113, Page 715, as amended by amendments recorded in Official Records Book 1137, Page 1968, Official Records Book 1326, Page 882, and in Official Records Book 1428, Page 552, Public Records of Sarasota County, Florida; and all the terms and provisions thereof and any amendments thereto shall be binding upon and the benefits 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 single-family dwelling not to exceed two 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 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. No exterior statuary or other decorative objects shall be permitted without the express permission of the Developer. The grade level established by the initial builder and 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 must first be

approved by Developer. The buildings to be erected or maintained shall be of new and durable material. Composition of all roofs shall consist of concrete tile or cedar/cypress 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 1,800 square feet of air-conditioned living area.

3. Land Development & Architectural Control. No building, structure or improvement (including pools, 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 type and location of air conditioning and heating equipment, pool pump and pool heating equipment), and landscape and irrigation plans, have been submitted to and approved 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. 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, 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.

Developer may assign this architectural control to MCA or to a homeowners' association composed of owners of the above described lots at any time, but shall not be required to assign this architectural control until all of the lots in the subdivision have been sold and all plans approved by Developer.

4. Building Locations. No building, structure or other improvements, (except a pool, deck, or screened enclosure) shall be located on any lot nearer to the front lot line than 20 feet, nor nearer to any rear lot line than 20 feet, nor nearer to any street side lot line than 15 feet, nor nearer to any interior side lot line than 5 feet. Pools, decks and screened enclosures must not be nearer to any rear lot line than 10 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 in order to preclude a row appearance of homes. The distance from the lot lines to the structure shall be measured along a straight line from the closest points. Eaves, steps, open porches and lanais 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. Setbacks as described in this provision are minimum setback requirements, and these requirements may be increased, decreased or altered by Developer on a case-by-case basis in Developer's sole discretion and judgment.

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, and any fence, hedge or wall must be approved by Developer as to location, material, color and design. No

fence, hedge or wall shall be erected, installed or maintained between the front of the building constructed on such lot and the front lot line or between a street side setback line and the 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 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 structure, planting, fill or other material shall be placed 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 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 the purpose of access or maintenance and repair of utility lines, such removal and replacement shall be at the sole 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 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.

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 disabled vehicle shall be stored on the premises except on a temporary basis (less than one 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.

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 be paved 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, an exposed aggregate finish or other finish approved by the Developer. All driveways must be approved by the Developer as to location, color and design.
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.
18. Lawns and Landscaping. Upon completion of construction of the residence on each lot, all yards shall be grass sodded and planted, which sodding and planting shall be completed prior to occupancy of the residence. All laws or approved landscaping in front of each residence lot shall be extended to the pavement line (including each side of any intersecting sidewalk or bike path) and maintained by the lot owner, and all of such area shall be served by an automatic underground irrigation system. No gravel, blacktop or paved parking strips along the street shall be installed or maintained.
19. Clotheslines. No clotheslines or clothes drying facilities shall be permitted except inside the single family dwelling.
20. Mailboxes. Mailbox color, material, location and design must be approved by the Developer.
21. Lake Maintenance Easement. A number of the lots in the subdivision are located adjacent to a lake which also serves as part of the drainage system for this Subdivision. The lakefront property line of each lot is located at or near the top of the bank around the lake. However, 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 are subject to regulations adopted from time to time by Developer or by MCA; 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 land area between the lot line of his lot and the waters of the lake. Developer reserves the full right of access over and across such land area and the adjacent lake maintenance easement as reflected on the Subdivision Plat for the purpose of access to and maintenance of said lake. Developer's rights hereunder may be assigned to MCA.
22. 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.

23. 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 75 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.

24. Modification. These restrictions may be modified at any time by an instrument in writing signed and acknowledged by the then owners of 75 percent of the above described lots within the subdivision.

25. 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.

26. 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 12th day of December, 1990.

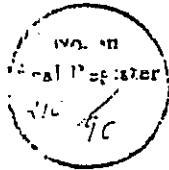
Signed, Sealed and Delivered
In The Presence Of:

TAYLOR WOODROW HOMES LIMITED

D. H. Congdon
Notary Public - Sarasota

By: [Signature]
Roger Postlethwaite
As its Agent and Director

Attest: [Signature]
Kathryn B. Clayton
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, Agent and Director, and KATHRYN B. CLAYTON, Assistant Secretary, of TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom authorized to do business in 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 15 day of December, 1990.

Ray E. Kiser
Notary Public

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires March 25, 1994
Bonded By Aetna Casualty & Surety Co.



2005130764

**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 Meadows Unit 9A Subdivision,
composed of Single Family Lots 1 through 8, inclusive, as per plat thereof recorded in
Plat Book 35, page 10, is recorded in Official Records Book 2306, Page 424, 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 9A 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:

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2005130764 16 PAGES
2005 JUN 16 11:27 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt # 42445

"Statement of Marketable Title Action

The Meadows Community Association, Inc. ("Association"), has taken action to ensure that the Declaration of Restrictions for The Meadows, Unit 9A, as recorded in Official Records Book 2306, Page 424, 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.

Mary Kelleher
Print name: Mary Kelleher

Joan E. Misja
Print name: JOAN E. MISJA

By: Kirk Juedes

As: President

ATTEST

Virginia Cardozo
Print name: Virginia Cardozo

By: Maxima Boshers

As: Secretary

Robert F. Gilbert
Print name: ROBERT F. GILBERT

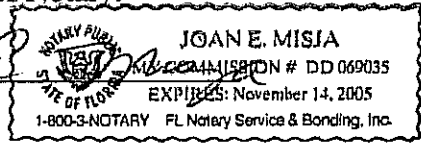
STATE OF FLORIDA
COUNTY OF SARASOTA

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 9A 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 9A 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 # _____



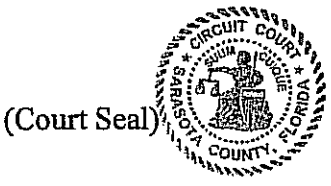
My Commission Expires:

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