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DECLARATION OF RESTRICTIONS

FOR

MULTI-FAMILY DEVELOPMENTS

AT

THE MEADOWS

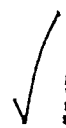
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KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom authorized to do business in the State of Florida, hereinafter referred to as "Taylor Woodrow", is the fee simple owner of a large tract of land located in Sections 2, 11, 12 and 14, Township 36 South, Range 18 East, Sarasota County, Florida, commonly known and referred to as "The Meadows", a Planned Unit Development, and intends to improve, develop and subdivide said tract of land and thereafter to grant, sell and convey subdivided portions of said lands for various purposes, including residential, recreational and commercial uses, and such other purposes as may be deemed appropriate by Taylor Woodrow, in accordance with a Master Plan heretofore approved by the County of Sarasota pursuant to the County's Planned Unit Development Ordinance, as said Development Plan may be changed and modified by Developer from time to time hereafter; and

WHEREAS, Taylor Woodrow desires to protect and preserve the existing and future value of the property, its adjacent properties within the The Meadows Planned Unit Development, and the value of the improvements which may from time to time be placed on the property, by the establishment of certain restrictions which will assure the harmonious use and development of the property; and

WHEREAS, portions of properties at The Meadows will be developed for multi-family usage and Taylor Woodrow desires to adopt uniform restrictions for the development and use of such properties similar to the restrictions applicable to single



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family developments at The Meadows, which restrictions may hereafter be incorporated by reference in deeds or other documents executed by Taylor Woodrow or by reference incorporated in Declarations of Condominiums recorded by Taylor Woodrow, which restrictions shall thereupon be deemed to be covenants running with the title to said property.

NOW, THEREFORE, in consideration of the premises, Taylor Woodrow does hereby establish the following restrictions, conditions, covenants, and limitations which may subsequently be made applicable to certain land at The Meadows in the manner hereinafter set forth and thereafter shall be deemed to be covenants attaching to and running with the title to said lands, except as subsequently modified or released in the manner hereinafter provided, for the benefit of Taylor Woodrow, its successors, grantees and assigns, to wit:

1. DEFINITIONS. As used herein, the words "the property" shall be deemed to mean any portion of the lands at The Meadows which are specifically made subject to these restrictions by specific reference hereto in deeds or other documents executed by Taylor Woodrow or by specific reference hereto incorporated in Declarations of Condominiums recorded by Taylor Woodrow. As used herein, the words "the Owner" shall mean the fee simple title holder to the property, including ownership of a condominium unit, and shall further be deemed to include a condominium association, tenant, lessee, guest or invitee of an owner wherever such construction shall be deemed appropriate to enforce the intent and purpose of these restrictions.

2. MEADOWOOD MEMBERSHIP: All owners of the property shall be required to become a member of The Meadowood Management Company (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, and in 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 shall be binding upon and the benefits inure to each owner of the property.

3. LAND USE AND DEVELOPMENT RESTRICTIONS: Except as otherwise provided in a Deed, Declaration of Condominium, or other instrument duly executed and recorded by Taylor Woodrow, the property may be used only for residential purposes, either condominium or rental, and for such accessory uses as are customary and incidental thereto, and for no other purposes. There shall be no division of ownership of any condominium units constructed on the property by time of usage, which is commonly referred to as "time sharing" or "interval ownership". Time sharing shall be deemed to mean the use or ownership of any dwelling unit under circumstances where the exclusive right of use or occupancy of such unit circulates among various owners or occupants in accordance with a specified time schedule on a periodically recurring basis for a period of time established by such schedule. No business or commercial building may be erected on the property and no business may be conducted on any part thereof. Taylor Woodrow reserves the right to approve all condominium documents and documents pertaining to homeowners associations, which documents must be submitted to Taylor Woodrow for approval prior to commencement of any construction in the manner hereinafter prescribed in Paragraph 4(a).

4. STRUCTURES AND IMPROVEMENTS:

(a) Approval. One or more buildings or structures may be constructed on the property for any of the foregoing specified uses; provided, however, no building or structure of any type shall be placed, constructed, erected or permitted to remain upon the property, nor shall land preparation, construction or erection commence until Taylor Woodrow has approved, in writing, the plot plan, the drainage plan, landscaping plans and specifications, the detailed drawings, architectural styling and construction plans and specifications showing all building elevations

(including height and mass), engineering, exterior colors, materials, exterior lighting, signs and other items normally shown by plans and specifications. Taylor Woodrow shall have a period of thirty (30) days to approve or disapprove the documents hereinabove mentioned after the receipt thereof. If Taylor Woodrow shall fail or refuse to approve or disapprove of said plans and specifications and the matters shown thereon within the period specified, then the requirement for the approval specified shall be waived; provided, however, the failure to approve or disapprove shall not be construed to allow the violation of or failure to comply with any other covenant, restriction, condition or limitation set forth herein. Taylor Woodrow may disapprove the plans and specifications submitted for any reason that to it seems sufficient in its sole discretion, including, but not limited to, solely aesthetic considerations; provided, however, that such approval shall not be unreasonably withheld and the governing criteria shall be the development of a quality residential neighborhood following an open space type of development with the customary amenities. In the event Taylor Woodrow disapproves of any portion of such plans or specifications, then it shall detail the grounds for objection thereto sufficiently to enable correction of same.

In order to facilitate the preparation and ultimate approval of the matters specified herein, Taylor Woodrow agrees to review and indicate its approval, disapproval or recommendation on matters shown by preliminary drawings or other writings submitted to it prior to the preparation and submission of the final working drawings and specifications. Thereafter, as more detailed plans and specifications are developed, the additional matters shown thereon shall be subject to approval or disapproval prior to commencement of any construction. No structural or other alteration, modification or addition, nor a change in the elevation, design, color or appearance of any building constructed on the property shall be made at any time until the

plans and specifications therefor have first been approved by Taylor Woodrow as hereinabove provided.

(b) No Temporary Buildings: No accessory buildings or structure shall be erected on any portion of the property prior to the erection of the principal building or structure. No temporary building, trailer, tent, shack or other structure or device shall be permitted to be or remain on the property at any time except (a) the usual construction trailer or office building and (b) a structure to serve as a model apartment and sales office, each of which may be and remain on the premises only during the course of construction of improvements and shall be removed from the property within two months after completion of the residential units or recreational facilities as evidenced by the issuance of a Certificate of Occupancy for such buildings or improvements. The design and location of any construction trailer or office building shall be subject to approval by Taylor Woodrow.

(c) Model Apartments or Units: Taylor Woodrow specifically reserves the right to limit or restrict the use of any apartment or other dwelling unit constructed on the property as a model. Such approval may include requirements for additional parking and the hours when such apartment or unit may be open for inspection. In no event shall any model be used as a sales office for the sale of properties other than the project for which the model was constructed, nor shall it be used as a temporary administrative office or construction office without the written approval of Taylor Woodrow.

5. COMMUNICATION AND POWER LINES: No permanent main service lines, pipes, or wires for the transmission of electric current, communications or similar purposes shall be constructed, placed or permitted to be placed upon the property unless the same shall be contained in conduits placed underground.

6. PARKING REQUIREMENTS: At least two (2) paved onsite parking spaces shall be provided for each dwelling unit constructed on the property; provided, however, that upon approval by Taylor Woodrow, 25% of such parking may be in sod in lieu of pavement and shall be so indicated on the site plans. Each parking space shall have dimensions of at least ten feet by twenty feet (except as modified by Taylor Woodrow) and adequate access thereto. Parking areas shall be screened from the adjacent road right-of-way and from any adjacent residential properties by berms and plantings at least six feet in height above normal grade level and at least 80% obscure when viewed horizontally, or by decorative walls, or both. The design, layout, plot plan and location of such parking areas and the landscaping or screening thereof shall be subject to the approval of Taylor Woodrow.

7. STORM DRAINAGE: A drainage system shall be provided for the property at least complying with the minimum requirements of the County of Sarasota and Taylor Woodrow and adequate to prevent standing water and flood conditions in parking areas, adjoining streets and adjacent properties during periods of normal rainfall. Finished grades may be specified by Taylor Woodrow with the intent that water runoff from one property shall not run onto adjacent properties nor otherwise create a nuisance or hardship. Such drainage plan shall be integrated into the drainage plan for The Meadows. Drainage plans shall be approved in the manner hereinabove provided. No building shall be used or occupied until the drainage system has been constructed in accordance with the approved plans therefor.

8. NUISANCES: The property shall not be used nor shall any act be performed thereon which is or may be or become an annoyance or nuisance to the neighborhood.

9. SIGNS: No signs pertaining to the sale or rental of individual units shall be permitted. No identification signs of any nature shall be permitted, erected, placed or allowed on the

property or on any building or structure erected thereon or which may be visible therefrom, except one (1) sign no more than thirty-five (35) square feet in size identifying only the name of the main building or structure erected on such property or the name of the development. Additional signs may be permitted only upon written approval of Taylor Woodrow. This provision shall not apply to signs which are an integral part of the building or structure constructed on the premises, which sign or signs shall, however, be subject to Taylor Woodrow's approval as set forth in Paragraph 4(a) hereof. No exposed fluorescent, neon or tube signs shall be permitted. All other lighting shall be subject to approval by Taylor Woodrow. No signs relating to the sale or rental of any apartment or dwelling unit shall be exhibited or displayed in, on or about any automobile or other vehicle on the property.

10. MAINTENANCE OF PREMISES: All weeds, underbrush or other unsightly growths over six inches (6") high shall be promptly removed from the property by the Owner or Owners thereof. No trash, 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, clean condition by preventing the placement of or failing to promptly remove the unsightly object specified herein, or other unsightly growths or objects, then Taylor Woodrow 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 itself, its successors and assigns, does hereby request that such acts be performed by Taylor Woodrow 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 Taylor Woodrow for such work within thirty (30) days after the same is performed. If any such Owner fails to pay as above provided, Taylor Woodrow may take such legal action as it may deem appropriate to enforce its claim against such Owner including, but not limited to, injunctive

relief. All garbage or trash containers used on the property shall either be placed underground or in walled-in or fenced-in areas wholly and totally screened from view from the adjoining properties and all abutting roadways and designed so as to minimize odors emanating therefrom.

11. NO WALLS OR FENCES: No wall, fence, hedge, or similar structure shall be placed, constructed, erected or permitted on the property except with the express written consent of Taylor Woodrow. Taylor Woodrow's consent or refusal shall be based on its determination, in its sole discretion, that the proposed wall, fence or hedge is or is not a necessary and integral part of the design and required for the privacy and separation of elements.

12. SEWAGE DISPOSAL: No sewerage or waste of any nature from improvements at any time constructed on the property shall be discharged except into a public or other sewer system approved by the State Health Department and by Taylor Woodrow.

13. AIR CONDITIONING: If individual unit air conditioners are installed in the exterior wall of structures erected on the property, such installations shall be designed and constructed in a manner to be approved by Taylor Woodrow with the intent that they shall be as unobtrusive and as attractive as possible. Such air conditioning units shall be installed and operated in such a manner that resulting condensation shall not create a nuisance or unsightly stains and installation materials shall be of a material, gauge, type, treatment and finish, to satisfy Taylor Woodrow that corrosion will not create a major maintenance or appearance problem.

14. CONSTRUCTION CLEAN UP: At all times during the course of construction of improvements and landscaping upon the property, construction debris of all kinds shall be promptly removed from the property. Taylor Woodrow shall have the right to require the installation of a trash bin (dumpster) or other device on the property and the placing of all debris within such

bin and the emptying of such bin as often as necessary to keep the property in a clean and orderly condition. When such construction or landscaping is completed, all debris and any surplus or remainder of construction materials, of whatever nature, shall be promptly cleared and removed from the property or from that portion thereof upon which construction has been completed, including the removal of sand or dirt from any abutting streets. Completion of construction shall be determined by the date on which the County of Sarasota issues a certificate of occupancy for the building or buildings constructed on the property.

15. CLOTHES DRYING AREA: No portion of the property or improvements constructed thereon shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed hereon; provided, however, that in the event of the adoption of any valid federal, state or local law, ordinance or regulation contrary to the provisions hereof (i.e., specifically permitting use of a clothes drying area), then and in such event Taylor Woodrow shall have the right to prescribe the screening requirements for any such clothes drying area.

16. SUBDIVISION OF LAND: The property may not be subdivided but may be developed either as a single building site, or as more than one building site, based upon any limitations set forth in a deed from Taylor Woodrow or limitations contained in any site plan approved by Taylor Woodrow pursuant to the provisions of Paragraph 4, above. Any attempted platting or conveyancing or similar action contrary to this provision shall be void and of no force or effect. This provision shall not be deemed to preclude condominium development of the property nor shall a phase condominium be deemed to be a subdivision of a parcel.

17. SETBACKS: In order to create harmony in the placement and location of all structures to be erected on the property and lands adjacent thereto, Taylor Woodrow shall have the right to

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establish minimum front, side and rear yard setback lines together with setback lines from any adjacent lake or golf course fairway.

18. RESTRICTIONS ON USAGE: No owner, tenant or other occupant of any condominium unit, cooperative unit or rental unit (hereinafter "unit") constructed on the property shall:

- (a) use the unit for other than residential purposes;
- (b) paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony, or any exterior surface of the unit; place any sunscreen, blind or awning on any balcony or exterior stairway or opening of the unit; place any draperies or curtains at the windows of any unit without a solid, light color liner facing the exterior of the unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building; plant any planting outside of an apartment except upon written approval of the landscaping plan by Taylor Woodrow; erect any exterior lights or signs; place any signs or symbols in windows or on the property; erect or attach any structures or fixtures within or upon the common areas without the written consent of Taylor Woodrow;
- (c) make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions located wholly within the apartment) to any unit or to the common areas; fasten any fixtures or make any addition to any balcony without approval of Taylor Woodrow;
- (d) permit loud and objectionable noises or obnoxious odors to emanate from the unit or play any organ or electronically amplified musical instrument or device which may cause a nuisance to the occupants of other units or adjacent property;
- (e) make any use of a unit which violates any law, ordinance or regulation of any governmental body;
- (f) erect, construct, install or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or

structures on the exterior of the building or on or in any of the common areas, except with the written consent of Taylor Woodrow;

(g) commit or permit any nuisance, immoral or illegal act in his unit or in or on the common areas;

(h) hang any laundry, garments or other unsightly objects from a balcony or any other area which is easily visible outside of the unit;

(i) allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor. The common areas shall at all times be kept in a clean, sightly and sanitary condition. Garbage shall be disposed of through the kitchen garbage disposal so far as possible and the remainder, along with bottles, cans and other trash shall be placed in water-proof bags or similar containers before being placed in the appropriate receptacles.

(j) allow any fire or health hazard to exist;

(k) make use of the common areas in such a manner as to abridge the equal rights of the other unit owners to their use and enjoyment;

(l) allow any animals to be kept in any unit or on the property other than in conformity with rules and regulations promulgated from time to time by Taylor Woodrow; provided, that in the event any pet becomes a nuisance to other property owners in The Meadows, such pet shall be removed from the premises immediately upon notice from Taylor Woodrow; nor shall any unit owner or tenant allow any pet to use the common areas except when on a leash and accompanied by the owner and then only so long as the pet does not make a mess or otherwise disturb the common areas;

(m) discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain or common area so as to harmfully affect any lawn or plants, or pollute the The Meadows drainage system;

(n) park any commercial vehicle or truck (as hereinafter defined), boat, camper, motor home, trailer, mobile home or similar vehicle in any carport or other parking area (other than in an enclosed garage) overnight; provided, however, that the words "commercial vehicle or truck" shall be deemed to exclude any pickup truck or similar vehicle having a capacity of less than three-quarters of a ton, used for family transportation purposes and not exhibiting any commercial lettering or insignia and with no commercial equipment or cargo being visible, and shall further exclude any automobile bearing a small sized business name;

(o) store a golf cart any place other than in a carport or garage.

19. SEVERABILITY: These restrictions are hereby declared to be severable and independent. If any court of competent jurisdiction shall declare any section, paragraph or part hereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

20. AMENDMENTS TO RESTRICTIONS: Taylor Woodrow reserves the right to release or modify any part of these restrictions in writing when a failure to release or modify would result in a hardship to the Owner and when, in the sole discretion of Taylor Woodrow, the release or modification of these restrictions will not cause substantial damage or injury to other parties, if any, having the right from Taylor Woodrow to enforce these restrictions, and when, in the sole discretion of Taylor Woodrow, the release or modification of these restrictions will not violate the spirit and purposes hereof.

21. REMEDIES FOR VIOLATIONS: In addition to all other remedies at law or in equity, Taylor Woodrow, or any successor in interest to Taylor Woodrow, may enforce these restrictions and any condition, restriction or covenant herein contained, except as the same may have been modified or released by Taylor Woodr

at law or in equity to (1) enjoin a violation hereof, (2) compel compliance herewith by action for specific performance or mandatory injunction, and (3) collect damages for the breach hereof. In the event the property or any part thereof is developed as a condominium, cooperative or other form of development having a homeowners' association, the condominium, cooperative or homeowners' association shall be responsible for compliance with the terms and provisions of these restrictions and may be designated as the defendant in any suit brought to enforce these restrictions, either solely or in addition to individual unit owners. If a judgment or decree is entered against any property owner or association for a violation of these restrictions, conditions or covenants, then such party shall pay to the party bringing said action all costs, expenses and reasonable attorney's fees incurred by the plaintiff in connection with such action, and such judgment or decree shall include such sums. In no event, however, shall Taylor Woodrow be responsible for any other property owner's attorney's fees or expenses of litigation incurred in prosecuting or defending actions brought hereunder; and Taylor Woodrow shall in no event be liable for its good faith actions taken hereunder or for the enforcement of these covenants, conditions and restrictions.

22. CONFLICT WITH ZONING: When any provision of these restrictions, covenants or conditions is more restrictive than any applicable provision of the County of Sarasota Zoning Code or other governmental rules or regulations, then the provisions of these restrictions, covenants and conditions shall control.

23. ASSIGNMENT: Taylor Woodrow reserves the right to assign in writing any and all of its rights, powers, obligations and privileges hereunder to Meadowood or to any other corporation, association or person.

24. NOTICE: Taylor Woodrow's address at this time is 1900 Longmeadow, Sarasota, Florida 33580. Any notice or any matter requiring the approval of Taylor Woodrow shall be mailed

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by certified mail, return receipt requested, to Taylor Woodrow at said address, or to such other address as Taylor Woodrow shall specify to the property owner in writing, or to such other address as Taylor Woodrow shall cause to be recorded in the Public Records of Sarasota County, Florida. Notice to the Owner shall be sent to the address of the Owner at the address indicated on the recorded deed to such Owner, or to such other address as may subsequently be indicated in writing by Owner. Notice to any condominium association shall be sent to the address of the association at the address indicated in the records of the Florida Secretary of State.

25. TERMINATION DATE: The covenants and restrictions of this Declaration shall run with the title to the property, and shall inure to the benefit of and be enforceable in accordance with its terms by Taylor Woodrow, or its assigns, or by the Owner or Owners of any property subject to this Declaration, and their respective successors and assigns, for a term of fifty (50) years from the date hereof, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then Owners of the property (or the homeowners' association) and by Meadowood has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

IN WITNESS WHEREOF, Taylor Woodrow has caused this Declaration of Restrictions to be executed by its undersigned duly authorized officers this 22nd day of June, 1982.

Signed, sealed and delivered in the presence of:

Tracy Mills
[Signature]

TAYLOR WOODROW HOMES LIMITED

By: *[Signature]*
As its Agent and Director

No. in Seal Register
1588

Attest: *[Signature]*
By: *[Signature]*
As its: Assistant Secretary

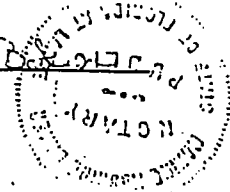
(CORPORATE SEAL)

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STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 22nd day of June, 1982, by ROGER POSTLETHWAITE, as Agent and Director and THOMAS BROWN, as Assistant Secretary, respectively, of TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom authorized to do business in the State of Florida, on behalf of the corporation.

Maime McDade DeLoach
Notary Public



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 3, 1983
Bonded by Aetna Casualty & Surety Co.

JUN 25 8 26 AM '82

FILED AND RECORDED
R. H. HACKETT, CLERK
SARASOTA

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