

3700 Rec.

AMENDMENT TO
DECLARATION OF MAINTENANCE COVENANTS
AND
RESTRICTIONS ON THE COMMONS
FOR
THE MEADOWS

WHEREAS, TAYLOR WOODROW HOMES, LIMITED (FLORIDA DIVISION), a corporation under the laws of the United Kingdom, authorized to do business in the State of Florida, hereinafter referred to as "Developer", has heretofore filed a document entitled "Declaration of Maintenance Covenants and Restrictions on The Commons for The Meadows", together with Exhibits thereto, in the Public Records of Sarasota County in Official Records Book 1113, pages 715 - 759, inclusive; and

WHEREAS, said Declaration was amended by instrument recorded in Official Records Book 1137, page 1968, of the Public Records of Sarasota County, Florida; and

WHEREAS, said Declaration reserves unto Developer the right to amend said Declaration, provided all such amendments conform to the general purposes and standards set forth in said Declaration; and

WHEREAS, said Declaration further reserved unto Developer the right to amend said Declaration for the purpose of curing any ambiguity in or correcting any inconsistency between the provisions contained therein; and

WHEREAS, some ambiguities and inconsistencies exist in the provisions of said Declaration and the Exhibits attached thereto due to typographical and scrivener's errors; and

WHEREAS, Developer, with the concurrence of the Board of Directors of The Meadowood Management Company, Inc., has determined that the existing provisions of said Declaration governing the computation, levy and collection of assessments and other matters should be amended to cure various problems presently encountered by The Meadowood Management Company, Inc., in connection with same; and

WHEREAS, pursuant to resolutions unanimously adopted by the Board of Directors of The Meadowood Management Company, Inc., on August 10, 1978, and on August 15, 1979, various provisions of the Bylaws and Articles of Incorporation of The Meadowood Management Company, Inc., were amended; and

WHEREAS, said amendments to the Articles of Incorporation were approved and filed by the Secretary of State of Florida on August 27, 1979;

NOW, THEREFORE, pursuant to the rights reserved unto Developer, said Declaration is hereby modified and amended as follows:

1. That portion of Paragraph 2 preceding sub-paragraph (a) of Paragraph 2 is amended to read as follows:

"2. LANDS SUBJECT TO ASSESSMENT. All of the lands hereinabove described in Paragraph 1 are hereby declared to be subject to the lien of the

annual maintenance assessment set forth in Paragraph 17 of these covenants with the exception of the following lands:"

2. Paragraph 7(e) is amended to read as follows:

"(e) Developer reserves the right at any time and from time to time to transfer portions of The Commons to Meadowood, as provided in Paragraph 23, hereinbelow."

3. Paragraph 14 is amended in its entirety to read as follows:

"14. ANNUAL MAINTENANCE ASSESSMENT. The annual maintenance assessment to be levied against each parcel of property shall be determined in the following manner:

(a) Except as otherwise provided herein, every parcel of property subject to assessment shall have an assessed value upon which the annual maintenance assessment shall be based. The amount of the assessed value of each parcel shall be calculated for each year as follows:

(i) As to each property owner who acquires title to or enters into a binding contract for the purchase of his respective parcel prior to September 1, 1979, the assessed value of such parcel shall equal the then most recent annual ad valorem real estate tax assessment value established for such parcel by the Property Appraiser of Sarasota County, Florida, as the same is reflected on the tax assessment roll certified by the Property Appraiser. In the event no assessment value for such parcel has been separately listed on the then most recent tax assessment roll, such parcel shall have no assessed value until such time as a subsequent tax assessment roll lists a value for such parcel.

(ii) With the exception of any property owner who enters into a binding contract for the purchase of his respective parcel prior to September 1, 1979, as to each property owner who acquires title on or after September 1, 1979, to a parcel which, as of the date of conveyance of title, constitutes an unimproved parcel, the assessed value of such parcel shall equal the ad valorem real estate tax assessment set forth on the then most recent tax assessment roll. In the event no assessment value has been separately listed for such parcel on the then most recent tax assessment roll, such parcel shall have no assessed value until such time as a subsequent tax assessment roll lists a value for such parcel or until such time as such parcel is sold as an improved parcel (in which case the provisions of Paragraph 14(a) (iii) shall control), whichever shall first occur. As used herein, "improved parcel" means a parcel on which a building or structure intended for human occupancy has been erected, and "unimproved parcel" means a parcel on which no such building or structure has been erected.

REC-1326 PG 883

(iii) With the exception of any property owner who enters into a binding contract for the purchase of his respective parcel prior to September 1, 1979, as to each property owner who acquires title on or after September 1, 1979, to a parcel which, as of the date of conveyance of title, constitutes an improved parcel, the assessed value of such parcel shall equal an amount determined as follows:

(1) If, at the time such property owner acquires title to said improved parcel, a value attributable to the improvements on the parcel is listed on the then most recent tax assessment roll, the assessed value of said parcel shall equal the total assessment value of land and improvements as shown for such parcel on said tax assessment roll.

(2) If, at the time such property owner acquires title to said improved parcel, no value attributable to improvements on the parcel is listed on the then most recent tax assessment roll, the assessed value of said parcel shall equal seventy percent (70%) of the total consideration paid in the first sale of such parcel as an improved parcel (whether such first sale is the conveyance to such property owner himself or some prior conveyance).

(3) Notwithstanding any of the provisions of Paragraphs 14(a)(iii)(1) and (2) above, if as of any given date in any year, a value attributable to improvements on the parcel is listed on the then most recent tax assessment roll, the assessed value of said parcel as of said date shall equal the total assessment value of land and improvements as shown for such parcel on said tax assessment roll.

(iv) Wherever reference is made herein to the ad valorem real estate tax assessment value established for a parcel by the Property Appraiser, said reference shall mean such value without deduction for any exemption.

(b) On or before December 31 of each year, Meadowood shall establish a millage rate for the following calendar year in the following manner:

(i) First, Meadowood shall ascertain the assessed value, as of November 30 of the current year, of each individual parcel of property subject to the annual maintenance assessment hereunder. Meadowood shall then total such individual assessed values so as to establish the total assessed value, as of November 30 of the current year, of all of the real estate and improvements comprising the property subject to the annual maintenance assessment.

(ii) Meadowood shall then estimate the following:

(1) The number of parcels that will be conveyed during the month of December of such current year for the first time as improved parcels.

(2) The assessed value of each such parcel.

(3) The total assessed value of all parcels estimated to be conveyed during such month for the first time as improved parcels.

(iii) Meadowood shall then estimate the following:

(1) The number of parcels that will be conveyed during the following calendar year for the first time as improved parcels.

(2) The assessed value of each such parcel.

(3) The month during which each such parcel will be conveyed.

(4) The total assessed value of all parcels estimated to be conveyed during such year for the first time as improved parcels. Said total shall then be reduced on a prorated basis to account for the differing months of such year during which said individual improved parcels are estimated to be conveyed.

(iv) The total of the individual assessed values described in Paragraph 14(b)(ii) and the total of the individual assessed values described in Paragraph 14(b)(iii), reduced as provided therein, shall be added to the total of the assessed values determined under Paragraph 14(b)(i). The resulting sum shall then be divided into the amount of the annual budget of Meadowood, hereinafter referred to, for the following calendar year in order to determine the millage rate applicable to each individual parcel during such year.

(c) The gross annual maintenance assessment levied against each parcel of property for any calendar year shall be determined by multiplying the then assessed value of such parcel by the millage rate established for such year. With respect to every parcel that had an assessed value as of December 31 of the prior year and that does not incur any increase in assessed value during the current year by virtue of a conveyance of same as an improved parcel, said gross annual maintenance assessment shall be payable in full. With respect to every parcel that did not have an assessed value as of December 31 of the prior year but that acquires an assessed value during the current year by virtue of a conveyance of same as an improved parcel, said gross annual maintenance assessment shall be prorated from the date said parcel is first conveyed as an improved parcel, and only said prorated amount shall be payable. With respect to every parcel that had an assessed value

REC-1326 PG 885

as of December 31 of the prior year and incurs an increase in assessed value during the current year by virtue of a conveyance of same as an improved parcel, such portion of said gross annual maintenance assessment as is based on the assessed value as of December 31 shall be payable in full and such portion as is attributable to the amount of said increase shall be prorated from the date said parcel is first conveyed as an improved parcel, with only said prorated amount being additionally payable.

OFF. 1326 PG 886

(d) Among the intentions of the provisions of this Paragraph 14 is to establish for the purpose of Meadowood assessments an assessed value for each improved parcel prior to the time an assessment value is designated for such parcel on the tax assessment rolls. It is further an intention hereof that the assessed value of any improved parcel, as so established, shall continue in effect for Meadowood assessment purposes until a value for improvements on said parcel is listed on a subsequent tax assessment roll, at which time the total value of the land and improvements assessed on such parcel on the tax assessment roll shall become the assessed value of such parcel for Meadowood assessment purposes, to the exclusion of any previous assessed value.

(e) The determinations made under the foregoing procedure shall, in the absence of manifest error in calculations, be binding in respect of each parcel for the year, notwithstanding any challenge or contest by any owner of the assessments made by the Property Appraiser, even though the same may ultimately be successful; provided, however, that in the event an owner is successful in challenging an assessment made by the Property Appraiser which was used by Meadowood as the assessed value of such owner's parcel, an appropriate adjustment (either a credit or an additional charge, as the case may be) shall be made in the assessment levied against such owner by Meadowood for the year following completion of such challenge.

(f) Inasmuch as the estimates required to be made by Meadowood under the provisions of Paragraph 14(b) cannot be made with certainty or exactitude, and considering the desirability of avoiding additional levies in any year to compensate for insufficient revenues resulting from such estimates not being fulfilled in actuality, it is the intention hereof that Meadowood have broad discretion in determining any such estimate. Accordingly, any estimate made by Meadowood under the terms hereof shall, in the absence of fraud, be binding in respect of each parcel.

(g) Except as hereinafter provided, the annual maintenance assessment, including funds for special improvements projects and for capital improvements, shall in no event exceed 3 mills of the assessed value of properties in The Meadows determined in the manner hereinabove set forth.

This maximum may be varied from time to time hereafter upon approval of three-fifths of the members of the Board of Directors of Meadowood."

4. That portion of Paragraph 15 which precedes subparagraph (a) of Paragraph 15 is amended to read as follows:

"15. PURPOSES OF ASSESSMENT AND BUDGET. Prior to December 31 of each year, Meadowood shall establish a budget and millage rate for the following calendar year and thereupon levy an assessment against the individual Properties subject to the annual maintenance assessment in the manner hereinabove set forth in Paragraph 14, which budget, millage rate, and assessment shall be in such amount as shall be deemed sufficient in the judgment of Meadowood's Board of Directors to enable it to carry out its purposes, which may include the following:"

5. Paragraph 16 is amended in its entirety to read as follows:

"16. COLLECTION OF ANNUAL MAINTENANCE ASSESSMENT. Procedures for the collection of the annual maintenance assessment, including due dates, delinquency charge and personal responsibility of each property owner, shall be as follows:

(a) Notice of Assessment. On or before February 1 of each year, Meadowood shall mail to each property owner who acquired title to a parcel prior to January 1 of such year, at such owner's address as the same is recorded in the records of Meadowood, written notice of the following:

(i) The current assessed value of such owner's individual parcel;

(ii) The millage rate established by Meadowood for such year;

(iii) Meadowood's annual budget for such year;

(iv) The dollar amount of the annual maintenance assessment due and payable by such owner for such year.

(b) Payment of Assessment. The aforesaid annual maintenance assessment payable for each calendar year shall be paid by each owner according to the following provisions:

(i) With respect to each parcel that had an assessed value as of December 31 of the prior year, the annual maintenance assessment (to the extent it is based on such assessed value) shall be paid by the owner thereof on or before March 1 of such year and shall become delinquent if not paid by March 1. However, the Board of Directors of Meadowood may permit uniform semi-annual or quarter-annual installment payments of assessments, in which event the Board shall also establish firm

REC. 1326 PG 887

due dates for the making of such payments, and such assessments shall become delinquent and payable in full for the entire year if any such installment is not paid when due.

(ii) With respect to each parcel that incurs an increase in or acquires an assessed value during such calendar year by virtue of a conveyance of such parcel as an improved parcel, such portion of the annual maintenance assessment as is attributable to such increased or acquired assessed value shall be paid by the purchaser of such parcel on the date of such conveyance and shall become delinquent if not paid on such date.

(iii) It is the intention hereof that no parcel shall be subject to double payment of any portion of the annual maintenance assessment for any year. Accordingly, if, with respect to any parcel that incurs an increase or acquires an assessed value during the then current year by virtue of a conveyance of such parcel as an improved parcel, an annual maintenance assessment has already been paid for such year based upon the assessed value of such parcel as of December 31 of the prior year, the amount of such assessment as has been paid shall be credited towards the gross annual maintenance assessment payable hereunder, and only the balance shall then be due and payable to Meadowood at the time of the conveyance. However (and notwithstanding any of the above), if, with respect to any parcel that incurs an increase or acquires an assessed value during the then current year by virtue of a conveyance of such parcel as an improved parcel, an annual maintenance assessment has not, as of the date of such conveyance, already been paid for such year based upon the assessed value of such parcel as of December 31 of the prior year, the total annual maintenance assessment payable hereunder shall then be due and payable to Meadowood at the time of such conveyance.

(iv) All payments of annual maintenance assessments shall be made at the offices of Meadowood in Sarasota, Florida, or such other place as may be designated by Meadowood.

(c) Delinquency Charge. Any assessment payable hereunder shall bear interest from the date of delinquency until paid at a rate of ten percent (10%) per annum, unless otherwise determined by the Board of Directors of Meadowood (but in no event to be more than the maximum legal rate for individuals in the State of Florida).

(d) Collection Agent. Meadowood shall have the right to make arrangements for collection of all or a portion of said assessments through the Tax Collector of Sarasota County or to make similar arrangements with any Condominium or Neighborhood Association to collect individual assessments from their respective members.

(e) Personal Obligation of Property Owner. The aforesaid assessment shall be the personal obligation of the owner of each individual parcel

REC: 1326 PG 888

of property in The Meadows effective as of the date of such assessment. If such assessment is not paid within thirty (30) days after the delinquency date, then Meadowood may bring suit against the owner on his personal obligation and there shall be added to the amount of such assessment the aforementioned delinquency charge and all costs incurred by Meadowood, including reasonable attorney's fees, in preparation for and in bringing such action.

(f) Proof of Payment of Assessment.

Upon request of any owner or mortgagee, Meadowood shall furnish a certificate in writing and in recordable form signed by an officer of Meadowood showing the amount of unpaid annual maintenance assessments, if any, against any individual parcel of property, the year or years for which any such unpaid assessments were assessed and levied, and any interest or other charges owing thereon. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid."

6. Paragraph 17(b) is amended to read as follows:

"(b) Effective Date of Lien. In the event the aforesaid maintenance assessment is not paid within thirty (30) days after the delinquency date, Meadowood shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida. Said lien shall attach only upon the recording of said Claim of Lien in the Public Records and shall thereafter be enforceable by Meadowood by legal action as hereinafter provided."

7. Paragraph 4 and Paragraph 5 of Article IV of Exhibit "B" (said Exhibit being the Articles of Incorporation of The Meadowood Management Company, Inc.) are amended to read as follows:

"4. Each member shall have one vote for each \$10,000.00, or major fraction thereof, of the assessed value of the property owned by such member in The Meadows as determined under the provisions of the aforesaid Declaration of Maintenance Covenants.

5. The Secretary of Meadowood shall maintain a list of its members and the number of votes to which each member is entitled, which list shall be updated at least annually to reflect new owners, delete former owners, and adjust assessed values when required. Whenever any person or entity becomes entitled to membership, he shall notify the Secretary of that fact. The Secretary shall not be required to search the Public Records of Sarasota County or make other inquiry to determine the status of the list of members of Meadowood maintained by him."

8. The first Paragraph of Article I of Exhibit "C" (said Exhibit being the Bylaws of The Meadowood Management Company, Inc.) is amended to read as follows:

REC-1326 PG 889

REC-1326 PG 890

"The Meadowood Management Company, Inc. has been organized for the purpose of ownership, operation, improvement and management of certain of the common areas of The Meadows and in order to promote the health, safety and welfare of the owners of property within said development. The terms and provisions of these Bylaws are expressly subject to the terms, provisions, conditions and authorizations set forth in that certain Resolution and Development Order of the County Commissioners of Sarasota County dated November 14, 1974, recorded in Official Records Book 1063, Page 1070, Public Records of Sarasota County, Florida, and in that certain Declaration of Maintenance Covenants and Restrictions on The Commons recorded in Official Records Book 1113, Page 715, Public Records of Sarasota County, Florida, as the same may be amended from time to time, and to such restrictions and covenants applicable to said common areas as may at any time be promulgated and recorded in said Public Records by competent authority."

9. Paragraph 1, Paragraph 5, and Paragraph 7 of Article III of Exhibit "C" are amended to read as follows:

"1. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by the members, shall be as set forth in Article IV of the Articles of Incorporation.

5. The number of votes to which any lot, parcel, unit or tract is entitled at any meeting of members shall be determined as of the date fixed by the Board of Directors as the record date for such meeting, provided that such record date shall not be more than sixty (60) days or less than thirty (30) days prior to the date of such meeting. In the event the Board of Directors do not set a record date for any meeting of members, the record date for such meeting shall be the date which is forty-five (45) days prior to the date of such meeting. The determination of the number of votes to which any lot, parcel, unit or tract is entitled as of the record date shall be final, and no increase in the assessed value of any lot, parcel, unit or tract arising after such record date shall be taken into consideration in determining the number of votes to which such lot, parcel, unit or tract is entitled at such meeting.

7. Required notices need not be given to each individual member, but shall be given to the respective voting delegate attorneys-in-fact of condominium organizations or neighborhood nonprofit corporations who may be designated pursuant to the provisions of Section 3 of this Article; otherwise, to the organizations themselves, and to all other individual members, as the same appear as of the record date on the records of the Corporation pursuant to the provisions of Article IV of the Articles of Incorporation. Notices shall be sent to the last known address shown by such records until the Corporation is notified in writing that such notices are to be addressed otherwise."

10. Paragraph 1, Paragraph 3, and Paragraph 4 of Article IV of Exhibit "C" are amended to read as follows:

"1. The annual meeting of members shall be held during March of each year at such date, time, and place as the Board of Directors may designate. If no such date, time, and place is designated, the annual meeting shall be held at the principal office of the corporation at 10:00 o'clock a.m. Eastern Standard Time on the second Monday in March. At said meeting, the members shall elect a board of directors and transact such other business as may properly be brought before the meeting.

3. Each member is privileged to attend the annual or special meetings even though his vote may be cast only by a delegate.

4. Notices of all members' meetings, regular or special, shall be given by the Secretary or other officer of the Corporation designated by the Board of Directors. Notice shall be written and shall state the time, place and object for which the meeting is called, and be given not less than twenty (20) days nor more than thirty (30) days prior to the date set for such meeting. Notice shall be deemed properly given if mailed or presented personally within said time. If presented personally, a receipt shall be signed by the addressee indicating the date of receipt; and if mailed, such notice shall be deposited in the United States mails, postage prepaid, addressed as above provided, with proof thereof made by affidavit of the person giving the notice and filed in the Corporation's minute book. Notice may be waived in writing, executed either before or after the meeting, and such waiver, when filed in the records of the Corporation, shall be deemed equivalent to the giving of such notice. If any members' meeting cannot be organized because of lack of a quorum for the particular purpose, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present."

11. Paragraph 2 of Article V of Exhibit "C" is amended to read as follows:

"2. Any vacancy occurring on the Board of Directors shall be filled by the Board of Directors; except that Taylor Woodrow Homes, Limited, hereinafter called Developer, to the exclusion of any other member and/or the Board itself, shall fill any vacancy created by the termination of services of any director appointed by the Developer. A director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and shall continue to serve until his successor shall have been elected and/or appointed and qualified."

12. Paragraph 5(c) of Exhibit "C" is amended to read as follows:

"(c) The total number of votes allocated to any member may be cast for each vacancy shown on the ballot. Cumulative voting shall not be permitted."

REC-1326 PG 891

13. Paragraph 2(c)(1) and Paragraph 2(c)(3) are amended to read as follows:

"(1) To fix the amount of the assessment against each member for each assessment period in accordance with the provisions of the Declaration of Maintenance Covenants and Restrictions on The Commons.

(3) To send written notice of each assessment to every member entitled thereto."

14. Paragraph 2(d) of Article VII of Exhibit "C" is amended to read as follows:

"(d) To issue or to cause an appropriate officer to issue, upon demand by any authorized person, a certificate in recordable form setting forth whether any assessment has been paid; and, if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid."

15. Paragraph 1, Paragraph 2, and Paragraph 3 of Article X of Exhibit "C" is amended to read as follows:

"1. The annual maintenance assessment roll, hereinafter called 'assessment roll', shall be maintained in a set of accounting books in which there shall be an account for each owner of an individual lot, parcel or unit subject to the annual maintenance assessment as set forth in said Covenants. Such account shall designate the name and address of the owner or owners, the assessed value of the property as determined under the provisions of said Covenants, the amount of the annual maintenance assessment against the parcel, the dates and amounts in which such assessments come due, the amounts paid upon the account, and the balance due upon assessments.

2. The Board of Directors shall, pursuant to the provisions of said Covenants, adopt a budget and millage rate for each calendar year and shall deliver a copy of same to each member entitled thereto. Delivery of a copy of the budget or of any other item prescribed by said Covenants shall not, however, be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

3. Assessments shall be due and payable in the manner and at the times set forth in said Covenants."

REC-1326 PG 892

OFF. REC. 1326 PG 892

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 31st day of August, 1979.

TAYLOR WOODROW HOMES, LIMITED

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

(CORPORATE SEAL)

Attest: [Signature]
As its: Assistant Secretary

No. in
Seal Register
644

REC 1328 PG 893

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31st day of August, 1979, by ROGER POSTLETHWAITE, as Divisional Director and Agent, and THOMAS BROWN, as Assistant Secretary, of TAYLOR WOODROW HOMES, LIMITED, a corporation under the laws of the United Kingdom, on behalf of said corporation.

Kathy [Signature]
Notary Public



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

FILED AND RECORDED
R.F. HAYMON, CLERK
SARASOTA COUNTY, FLA.
SEP 4 11 19 AM '79

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No. 1000 10 00 -

CERTIFICATE OF AMENDMENTS
TO
THE ARTICLES OF INCORPORATION AND BYLAWS
OF
THE MEADOWOOD MANAGEMENT COMPANY, INC.

The undersigned, as Secretary of The Meadowood Management Company, Inc., a Florida corporation not for profit, does hereby certify:

1. That the instrument attached as Exhibit "B" to the "Declaration of Maintenance Covenants and Restrictions on The Commons for The Meadows" recorded in Official Records Book 1113, Pages 715 - 759, inclusive, of the Public Records of Sarasota County, Florida, is a true and correct copy of the original Articles of Incorporation of The Meadowood Management Company, Inc., which were executed on the 25th day of February, 1976, and filed by the Secretary of State of Florida on March 31, 1976.

2. That the instrument attached as Exhibit "C" to said Declaration is a true and correct copy of the original Bylaws of The Meadowood Management Company, Inc., which were adopted by resolution of the Board of Directors of The Meadowood Management Company, Inc., at a meeting of the Board held on April 2, 1976.

3. That by action of the Board of Directors of The Meadowood Management Company, Inc., on August 10, 1978, and on August 15, 1979, the Articles of Incorporation and Bylaws of The Meadowood Management Company, Inc., were amended; that all such amendments are accurately set forth in the foregoing document entitled "Amendment to Declaration of Maintenance Covenants and Restrictions on The Commons for The Meadows" and dated August 31st, 1979.

4. That said amendments to the Articles of Incorporation were filed by the Secretary of State of Florida on August 27th, 1979.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, this 31st day of August, 1979.

Signed, sealed and delivered
in the presence of:

[Signature]
Peggy Bloudeau

[Signature]
Thomas Brown, Secretary, The
Meadowood Management Company, Inc.

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized to take acknowledgments in the County and State above named, personally appeared THOMAS BROWN, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State named above this 31st day of August, 1979.

[Signature]
Notary Public

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

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