

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

O.R. 1910 Pg 0416

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, the Declaration was amended by instruments recorded in Official Records Book 1137, page 1968, Official Records Book 1326, page 882, Official Records Book 1428, page 552, Official Records Book 1693, page 2127, and Official Records Book 1693, page 2130, all of the Public Records of Sarasota County, Florida; and

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

WHEREAS, the Declaration further reserves unto Developer the right to assign and delegate to The Meadowood Management Company, Inc., a Florida corporation not for profit ("Meadowood"), any of Developer's rights created under the Declaration; and

WHEREAS, the Declaration further reserves unto Meadowood various rights and responsibilities with respect to the promotion of the health, safety, and social welfare of residents of The Meadows, including the right to promulgate and enforce restrictions applicable to lands within The Meadows; and

WHEREAS, by instrument dated December 17, 1986 Developer assigned to Meadowood the right and authority to amend Paragraphs 9 and 13 of the Declaration for the purpose of imposing certain use restrictions on the property known as "The Meadows" in the interest of promoting the health, safety and social welfare of the residents in The Meadows and providing Meadowood certain enforcement and lien rights with regard to the restrictions; and

WHEREAS, pursuant to such assignment, the Board of Directors of Meadowood did unanimously adopt on December 17, 1986, a resolution to so amend the Declaration;

NOW THEREFORE, pursuant to the foregoing authority, and with the joinder and consent of Developer, Meadowood does hereby modify and amend the Declaration as follows:

1. Paragraph 9 of the Declaration is amended to add the following as subparagraphs (p), (q), (r), (s), and (t):

"(p) Each owner of a lot shall cause; (i) his lawn to be mowed as needed to maintain a neat appearance; and (ii) his lawn and landscaping to be maintained in good condition and appearance and kept free from debris or refuse.

✓ (q) No motor vehicle shall be parked on any lawn or other unpaved area in The Meadows, other than sites under construction.

(r) Bicycles and other vehicles propelled by human power in The Meadows shall be operated in accordance with the regulations set forth in Section 316.2065, Florida Statutes (1985), as the same may be amended from time to time.

(s) No person shall distribute, post, or leave any paper, newspaper, brochure, leaflet, sample, items, or material on any property, improvements, or vehicles within The Meadows unless it is distributed, posted, or left: (i) on any owner's property at the request of the owner; (ii) on condominium or subdivision property pursuant to prior written authorization of the condominium or homeowners association responsible for the management of the respective condominium or subdivision; (iii) with the prior written consent of Meadowood, which consent shall not be given in any instance for commercial advertising material; or (iv) pursuant to rights accorded by law.

(t) No portion of the property within The Meadows shall be used by any person for soliciting the purchase of any commercial goods or materials from any third party unless such solicitation is made: (i) at the request of the third party; (ii) on such person's business premises in the ordinary course of his business; (iii) on condominium or subdivision property pursuant to prior written authorization of the condominium or homeowners association responsible for the management of the respective condominium or subdivision; (iv) with the prior written consent of Meadowood; or (v) pursuant to rights accorded by law."

2. Paragraph 13 of the Declaration is amended in its entirety to read as follows:

"13. DUTIES OF MEADOWOOD. Meadowood has been organized for the purpose of operating, maintaining, managing and improving the common areas of The Meadows and for the purpose of enforcement of these covenants and restrictions as such rights of enforcement may be assigned to it from time to time by Developer.

(a) In the furtherance of such objectives, Meadowood shall have the power and the duty to levy the annual maintenance assessment hereinafter referred to and to enforce collection thereof in the manner hereinafter provided, together with such other powers and duties as are prescribed under its Articles of Incorporation and Bylaws, a copy of each of which is attached hereto as Exhibits "B" and "C", respectively, as the same may be amended from time to time.

(b) Meadowood shall additionally have the power and authority to notify in writing any owner who has violated the restrictions contained in this Declaration. If the owner fails to correct the violation and bring himself into compliance with the restrictions within fifteen (15) days of such notice, Meadowood may take whatever action is necessary to cure the violation, including, but not limited to, entering upon the owner's property for the purpose of curing the violation. Meadowood shall send a written statement to the owner notifying him of the amount of the assessment, and failure of the owner to pay the assessment within thirty (30) days shall cause the same to be delinquent.

(c) Any assessment made pursuant to Paragraph 13(b) 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). Such assessment shall be the personal obligation of the owner effective as of the date of the assessment. If the assessment is not paid within thirty (30) days, then Meadowood may bring suit against the owner on his personal obligation, and there shall be added to the amount of the assessment the aforementioned interest charge and all costs incurred by Meadowood, including reasonable attorney's fees, in preparation for and in bringing such action.

(d) In order to provide an alternate means for the enforcement of collection of assessments made pursuant to Paragraph 13(b), such assessments shall be secured by a lien as follows:

(i) All lands in The Meadows that are subject to the lien of the annual maintenance assessment (as such lands are defined in Paragraph 2), together with all improvements subsequently added thereto, are subject to a lien for assessments made pursuant to Paragraph 13(b).

(ii) In the event any such assessment is not paid within thirty (30) days after written notice to the owner, Meadowood shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida, against any individual parcel or parcels of property in The Meadows in which the owner against whom the assessment has been made has an interest. Upon the recording of such Claim of Lien, the assessment, together with interest thereon and cost of collection thereof as herein provided, shall become a lien on the property described in the Claim of Lien (including all improvements on such property) to the extent of the owner's interest therein and shall thereafter be a continuing lien upon such property and improvements until duly satisfied and released.

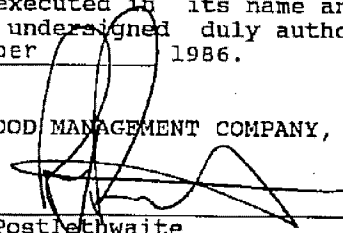
(iii) It is the intent hereof that the lien for assessments made pursuant to Paragraph 13(b) shall be subordinate and inferior only to ad valorem or special assessments levied by the County of Sarasota and to the lien of certain mortgages as provided in Paragraph 13(d)(iv).

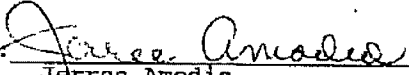
(iv) The lien for assessments made pursuant to Paragraph 13(b) shall be subordinate to the lien of any bona fide mortgage or mortgages hereafter placed upon any property subject to assessment prior to the recording of the aforementioned Claim of Lien (with the sole exception of a purchase money mortgage given by a buyer to an owner-seller of a parcel of property); provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding or transfer in lieu of foreclosure.

(v) The lien for any assessment made pursuant to Paragraph 13(b) may be enforced by Meadowood by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event Meadowood shall institute suit to foreclose such lien, it shall be entitled to recover from the owner against whom the suit is brought the above-mentioned interest charge and all costs, including reasonable attorney's fees, incurred in preparation for and in bringing such suit, and all such interest, costs and fees shall be secured by such lien."

IN WITNESS WHEREOF, The Meadowood Management Company, Inc., has caused this instrument to be executed in its name and its corporate seal to be affixed by its undersigned duly authorized officers this 17th day of December 1986.

THE MEADOWOOD MANAGEMENT COMPANY, INC.

By: 
Roger Postlethwaite
As its President

Attest: 
Jerree Amodio
As its Secretary

STATE OF FLORIDA)
)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me
this 17th day of December 1986 by Roger
Postlethwaite, as President, and Jerree Amodio, as Secretary, of
THE MEADOWOOD MANAGEMENT COMPANY, INC., a Florida corporation not
for profit, on behalf of the corporation.

Doris Blom

Notary Public

My Commission expires:

DORIS BLOM, Notary Public
Sarasota Co., State of Florida
My Commission Expires 10-17-87

O.R. 1910 PG 0419

JOINDER OF DEVELOPER

O.R. 1910 PG 0420

TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom authorized to do business in the State of Florida, hereby joins in and consents to the foregoing Amendment and ratifies and approves all action of The Meadowood Management Company, Inc., evidenced therein.

IN WITNESS WHEREOF the undersigned has caused this Joinder to be executed in its name by its duly authorized officers and caused its corporate seal to be hereunto affixed this 17th day of December 1986

TAYLOR WOODROW HOMES LIMITED

By: [Signature]
Roger Postlethwaite
As Director and Agent

Attest: [Signature]
As Assistant Secretary

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 17th day of December 1986, by Roger Postlethwaite, as Director and Agent, and R. A. Schumacher, as Assistant Secretary, of TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom, on behalf of the corporation.

[Signature]
Notary Public

My Commission expires:
EDDIE PLOM, Notary Public
Sarasota Co., State of Florida
My Commission Expires 10-17-87

JMH:tls
861215

FILED
DEC 21 10 22 AM '86