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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2886542

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R\$18.50

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, (Taylor Woodrow) has heretofore filed a document entitled "Declaration Of Maintenance Covenants and Restrictions on The Commons for The Meadows," together with exhibits thereto, in Official Records Book 1113, pages 715-759, inclusive of the Public Records of Sarasota Count (Declaration); and

WHEREAS, Taylor Woodrow assigned the right to amend the Declaration to The Meadows Community Association, Inc., pursuant to an Indenture and Assignment of Rights recorded in Official Records Book 2749, Pages 982-985, inclusive of the Public Records of Sarasota County; and

WHEREAS, pursuant to such assignment, the Board of Directors of the Meadows Community Association, Inc., on October 14, 2021, approved amendments to the Declaration pertaining to the preservation of open space and golf courses.

NOW, THEREFORE, pursuant to the foregoing authority, the Meadows Community Association, Inc. does hereby modify and amend Section 29 of the Declaration as follows:

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by...)

.....
29. PRESERVATION OF OPEN SPACE AND RECREATIONAL AMENITIES. In order to continue the development and operation of the community substantially in accordance with the original site development plan and sound real estate management practices, and preserve property values, Meadows Community Association, Inc. (MCA) is authorized and empowered to take all actions deemed by its Board of Directors necessary or prudent to preserve open spaces, maintain the ambiance of the Meadows, and retain, to the extent economically feasible, the golf courses, the country club and the recreational amenities. Without limitation, but subject to the exception stated in the next paragraph, the Board may purchase, hold, assign, and transfer notes and obligations of The Meadows Country Club, Inc.; purchase, operate, improve, sell, mortgage, or otherwise deal with part or all of the assets of The Meadows Country Club, Inc.; and assign or transfer development rights to enable limited development in the Meadows. MCA is further authorized and empowered, by action of its Board of Directors, to make material alterations or substantial additions to the Commons or MCA property.

The nature area and nature trail located around Butterfly Lake, consisting of approximately 60 acres and depicted on the attached map, and the lands on which the 18-hole Meadows, Highlands, and Groves golf courses are located, may not be sold or developed unless approved by not less than three-fourths (3/4) of the entire membership of the Board of Directors of MCA. Any amendments to this paragraph must be approved by not less than three-fourths (3/4) of the entire membership of the Board of Directors of MCA.

Any properties, assets, memberships, leaseholds, or other possessory or use rights acquired may, in the sole discretion of the Board of Directors of MCA, be: (1) designated as part of the Commons

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whereby members are granted use rights and costs, and expenses are common expenses to be paid as one of the purposes of assessments under this Declaration; and/or (2) operated in whole or in part as a non-mandatory private club, and not as part of the Commons; and/or (3) operated as a public facility open to persons who do not live or own property in the Meadows.

MCA, by action of its Board of Directors, shall have the authority, upon purchase of The Meadows Country Club, Inc., or part or all of its assets, to eliminate or modify the voting rights and assessment obligations currently allocated to the Club.

All funds of MCA, including operating funds, reserve funds, and assessments, may be expended for the purposes set forth in this Paragraph 29. In addition, MCA, by action of its Board of Directors, may borrow money and pledge its assets as collateral therefore in which event operating or reserve funds may thereafter be used to repay the loan.

IN WITNESS WHEREOF, the Meadows Community Association, Inc. has caused this instrument to be executed in its name by its undersigned duly authorized officer this 14th day of October, 2021.

Lisa Compton
Witness Signature

Lisa Compton
Printed Name of Witness

Michael J. Mazur, Jr.
Witness Signature

Michael J. Mazur, Jr.
Printed Name of Witness

The Meadows Community Association, Inc.

Jan Lazar
By: Jan Lazar, President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of October, 2021, by Jan Lazar, President of The Meadows Community Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Michael J. Mazur, Jr.
Notary Public

