

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA

DONALD BREECE,

Plaintiff,

v.

Case No. 2026 CA

THE MEADOWS COMMUNITY ASSOCIATION, INC.,
a not-for-profit Corporation,

Defendant.

_____ /

VERIFIED COMPLAINT

Plaintiff, Donald Breece ("Breece"), derivatively on behalf of The Meadows Community Association, Inc., sues Defendant, The Meadows Community Association, Inc. (the "MCA"), and states:

PARTIES, JURISDICTION AND VENUE

1. Breece is an individual residing in Sarasota County, Florida. Breece is a resident and member of the MCA and is also one of the nine directors of the Board of Directors for the MCA.

2. The MCA is a not-for-profit corporation authorized to do business in the State of Florida and doing business in Sarasota County.

3. Venue is proper in Sarasota County because the MCA has an office for transaction of its customary business located in Sarasota County, and because all causes of action alleged herein accrued in Sarasota County, Florida.

BACKGROUND

4. The MCA is the Master Association of the Meadows. The MCA owns all the common property in the Meadows. The MCA maintains the common area, including roads, sidewalks, landscaping, ponds, open space, and streetlights.

5. All members of the 52 independent condominium and homeowners' association communities of the Meadows are members of the MCA and share in the cost to maintain the common area properties through assessments.

6. The MCA is currently negotiating a lease agreement with Benderson Realty Development, Inc. ("BDC").

7. On information and belief, the lease, as presently contemplated, includes, without limitation, but at a minimum, a three-year lease of the MCA's 310-acre golf course 310 acres (which is the MCA's primary recreational amenity) and 190 acres of MCA green space land (the "BDC Contract"). The BDC contract also has four 10-year lease options and one additional renewal term that could extend the BDC Contract to March 19, 2075.

8. The BDC Contract also provides that BDC, at its sole discretion and option, may within nine months of the lease put conservation easements on some or all of 500 acres of MCA property (including the golf course). The conservation easements would place significant restrictions on the use of such land. In addition, the BDC Contract provides that BDC may mortgage some or

all of the 500 acres of property and assign its interest in that land to other entities.

9. BDC initially presented a Letter of Intent at the MCA Board of Directors Special Meeting on August 12, 2025. From August 12, 2025 through December 16, 2025, only three of the nine directors of the MCA Board of Directors saw a draft of the BDC Contract. Between August 12, 2025 and December 16, 2025, Breece requested information about the lease negotiations and was denied access to that information until December 16, 2025.

10. On December 18, 2025, seven out of nine of the directors of the MCA Board of Directors entered into an Executive Session with MCA's counsel to discuss the BDC Contract.

11. On information and belief, as of the date of filing, the MCA, through its Board of Directors, is planning to hold a special meeting of the Board of Directors to vote on whether to approve the BDC Contract.

12. The MCA is governed in part by the Amended and Restated Bylaws of The Meadows Community Association, Inc. (the "Bylaws"), as recorded in the Official Records of Sarasota County, Florida. A true and correct copy of the Bylaws is attached hereto as Exhibit "A."¹

¹ The Bylaws have been amended several times, including most recently in 2022. However, the portion of the Bylaws cited in this Verified Complaint, are still operative.

13. Article III, Paragraph 5 of the Bylaws provides as follows:

Except where otherwise required under the provisions of the Articles of Incorporation, these Bylaws, the aforesaid covenants, or where the same may be otherwise be required by law, the affirmative vote of more than one-half of the total voting strength represented at any duly called members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all members.

Bylaws, p. 2.

14. Article VII, paragraph 1(e) of the Bylaws provides that the MCA Board of Directors have the power to:

To authorize and cause the Corporation to enter into contracts for the day-to-day operation of the Corporation and the discharge of its responsibilities and obligations.

Bylaws, p. 7.

15. § 617.1202(1), Fla. Stat., provides as follows:

If the corporation has members entitled to vote on the sale, lease, exchange, or other disposition of corporate property, the board of directors must adopt a resolution approving such sale, lease, exchange, or other disposition, and directing that it be submitted to a vote at a meeting of members entitled to vote thereon, which may be either an annual or special meeting. Written notice stating that the purpose, or one of the purposes, of such meeting is to consider the sale, lease, exchange, or other disposition of all or substantially all of the property and assets of the corporation must be given to each member entitled to vote at such meeting in accordance with the articles of incorporation or the bylaws. At such meeting, the members may authorize such sale, lease, exchange, or other disposition and may approve or fix, or may authorize the board of directors to fix, any or all of the terms and conditions thereof and the consideration to be received by the corporation therefor. Such authorization requires at least a

majority of the votes which members present at such meeting or represented by proxy are entitled to cast. After such authorization by a vote of members, the board of directors may, in its discretion, abandon such sale, lease, exchange, or other disposition of assets, subject to the rights of third parties under any contracts relating to such sale, lease, exchange, or other disposition, without further action or approval by members.

§ 617.1202(1), Fla. Stat.

16. All conditions precedent to filing this action have occurred or been waived.

17. Breece has retained the law firm Hutton & Stall, PLLC to represent him in this action and is obligated to pay a reasonable fee for its services.

COUNT I - DECLARATORY JUDGMENT

18. This is a derivative action for declaratory relief pursuant to § 86.011, Fla. Stat., against the MCA.

19. Breece re-alleges the allegations in paragraphs 1 through 17 above and incorporates them herein by reference.

20. Breece, as well as other members of the MCA community, believes that a community-wide vote of the MCA's members is necessary to approve the proposed BDC Contract pursuant to Article III, paragraph 5.

21. In addition, Breece believes that the BDC Contract involves the sale, lease, exchange, or other disposition of all or substantially all of the property and assets of the MCA. As a result, § 617.1202(1), Fla. Stat., applies and requires an MCA

member vote prior to any approval of the BDC Contract. Therefore, the MCA's Board of Directors cannot lawfully approve the BDC Contract unless and until the MCA's members have so voted.

22. The MCA, through its counsel and, at least three of the directors of the MCA Board of Directors, has taken the position that no member vote is necessary for the MCA Board of Directors to approve the BDC Contract. The MCA cites to Article VII, paragraph 1(e) of the Bylaws, in support of their position. As a result, the MCA contends that board approval alone is sufficient to approve the BDC Contract.

23. However, Article VII, paragraph 1(e), by its own terms, is limited to contracts necessary for the "day-to-day operation" of the MCA, such as routine maintenance, vendor services, and ordinary administrative functions. A lease (with a potential duration until March of 2075) of the MCA's primary recreational amenity, hundreds of acres of green space, and which provides for potential conservation easements, mortgage rights and rights to assign the land to third parties, is not a "day-to-day" operational matter. Accordingly, this provision does not grant the Board unilateral authority to approve the BDC Contract and does not override either the member-voting requirements of Article III, Paragraph 5 of the Bylaws or the statutory protections afforded to members under § 617.1202(1), Fla. Stat.

24. As a result of the foregoing, there exists a bona fide, actual, present and practical need for a declaration that Article III, paragraph 5 requires, and the MCA members are entitled to, a community-wide vote of the MCA's members to approve the BDC Contract.

25. Alternatively, and in addition, there exists a bona fide, actual, present and practical need for a declaration that the BDC Contract involves the sale, lease, exchange, or other disposition of all or substantially all of the property and assets of the MCA, and as a result, § 617.1202(1), Fla. Stat., requires a community-wide vote of the MCA's members to approve the BDC Contract.

26. Alternatively, and in addition, there exists a bona fide, actual, present and practical need for a declaration that the MCA's Board of Directors are unable to lawfully approve the BDC Contract unless or until a community-wide member vote has occurred.

27. The MCA's position has placed Breece in doubt as to the existence of the immunities, powers, privileges, and rights that the parties are entitled to exercise in connection with the Bylaws, the MCA, and § 617.1202(1), Fla. Stat., and any such doubt can only be resolved by the entry of a declaratory judgment ordering that a community-wide vote of the MCA's members must occur prior to and in order for the MCA's Board to approve the BDC Contract.

28. The declaration sought concerns a present, ascertained or ascertainable state of facts or present controversy as to a state of facts.

29. Breece, on the one hand, and the MCA on the other hand, have, or reasonably may have, an actual, present, adverse and antagonistic interest in the subject matter.

30. The relief sought herein is not merely the giving of legal advice by the Court or the answer to questions propounded from curiosity.

31. Breece has made demand on the MCA's Board of Directors on November 19, 2025. A true and correct copy of the November 19, 2025 Demand Letter is attached hereto as Exhibit "B." On December 10, 2025, counsel for the MCA Board of Directors notified Breece in writing that the MCA Board of Directors refused and rejected Breece's demand. A true and correct copy of the December 10, 2025 Response Letter is attached hereto as Exhibit "C."

32. In addition, on January 13, 2026, the President of the MCA Board of Directors sent out a community-wide email addressing various community questions and concerns. A true and correct copy of the January 13, 2026 Email is attached hereto as Exhibit "D."

33. The January 13, 2026 Email further confirms the MCA Board of Directors' refusal to hold a community-wide vote of the MCA members, and provides in pertinent part, as follows:

Q: Why can't this be a community-wide vote?

A: The Meadows Community Association is a corporation governed by a Board of Directors, which are elected by the members and legally authorized to make decisions on behalf of the community. The Meadows is not structured as a direct-vote association, as this governance model was established by the original developers.

January 13, 2026 Email, p. 2.

34. Alternatively, and on information and belief, the MCA's Board of Directors intends to schedule a meeting to approve the BDC Contract without first holding a member vote, which would ignore the MCA's Bylaws and Florida law, resulting in irreparable harm to the MCA.

WHEREFORE, Breece requests an Order:

A. Declaring that the MCA, prior to any approval of the BDC Contract by its Board of Directors, must first hold a community-wide vote of its members on whether to approve the BDC Contract pursuant to Article III, paragraph 5 of the Bylaws;

B. Alternatively, or in addition, declaring that the BDC Contract involves the sale, lease, exchange, or other disposition of all or substantially all of the property and assets of the MCA pursuant to § 617.1202(1), Fla. Stat., and as a result, the MCA members are entitled to first vote whether to approve the BDC Contract prior to any approval of the BDC Contract by the MCA Board of Directors;

C. Awarding Breece his reasonable attorneys' fees and costs; and

D. Enjoining the MCA Board of Directors from voting on whether to approve the BDC Contract to maintain the *status quo* pending final resolution of this action;

E. Such further relief as the Court deems appropriate.

VERIFICATION

Under penalty of perjury, I declare that I have read the foregoing and the facts alleged herein are true and correct.

Donald C. Breece 1/16/26
Donald Breece

/s/ Steven D. Hutton
Steven D. Hutton
sdh@huttonstall.com
Florida Bar No. 0342221
Tyler Brand Stall
tbs@huttonstall.com
Florida Bar No. 116074
HUTTON & STALL, PLLC
2639 Fruitville Rd. Ste. 302
Sarasota, Florida 34237
(941) 364-9292 (Telephone)
Attorneys for Breece

AMENDED AND RESTATED BYLAWS
OF
THE MEADOWS COMMUNITY ASSOCIATION, INC.

ARTICLE I

IDENTITY AND DEFINITIONS: The Meadows Community Association, Inc. hereinafter referred to as MeadowsCorp, has been organized for the purpose of ownership, operation, improvement and management of certain of the common areas of The Meadows and The Highlands and in order to promote the health, safety and welfare of the owners of property within said developments. 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; in that certain document "Declaration of Maintenance Covenants and Restrictions on The Commons For The Meadows", recorded in Official Records Book 1113, Page 715, Public Records of Sarasota County, Florida; as well as in that certain document, "Master Covenants For The Highlands", recorded in Official Records Book 1659, Page 1540, Public Records of Sarasota County, Florida, and 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. These Bylaws are also expressly subject to the Articles of Incorporation of MeadowsCorp.

All words and terms used herein which are defined in the aforesaid documents shall be used herein with the same meanings as defined in said documents.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE: The principal office of the Corporation shall be located at 5037 Ringwood Meadow, Sarasota, Florida, or at such other place as may be established by resolution of the Board of Directors.

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Prepared by: Neil J. Welch, Esq. 5661 Pipers Waite, Sarasota, Fl.

ARTICLE III

Membership, Voting, Quorum and Proxies: 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.

2. A quorum at any meeting of the members shall consist of persons entitled to cast votes representing more than fifty percent of the total voting strength of the membership as the same is set forth in Article IV of the Articles of Incorporation.

3. Votes may be cast either in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

4. 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 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.

(a) In consequence of the provision set forth in Article IV, of the Articles of Incorporation, requiring reasonable parity in voting strength between the two classes of members (Meadows and Highlands), the number of votes allocated to each lot, parcel or unit subject to that certain document, the "Master Covenants For The Highlands" shall be ascertained by first determining the average assessed value for a property in the Highlands and then dividing that figure by 10,000 to provide a fraction representing the number of votes for each such Highland property. (There will thus be one vote for each \$10,000 or major part thereof, of assessed property value, with normal rounding rules to apply)

5. Except where otherwise required under the provisions of the Articles of Incorporation, these Bylaws, the aforesaid covenants, or where the same may be otherwise be required by law, the affirmative vote of more than one-half of the total voting strength represented at any duly called members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all members.

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6. Required notices shall be given to the 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 each member's last known address as shown by such records until the Corporation is notified in writing that such notices are to be addressed otherwise.

ARTICLE IV

ANNUAL AND SPECIAL MEETINGS OF MEMBERS: 1. The annual meeting of members shall be held at the office of the Corporation, or at such other place as may be designated by the Board of Directors, at an hour designated by the Board of Directors, on the first Monday in March of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

2. Special meetings of the members shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors. Such meeting must be called by either officer upon receipt of a written request from members whose votes represent more than one-half of the total voting strength.

3. Notices of all members' meetings, regular or special, shall be given by the Secretary or other officer of the Corporation so 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 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 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.

4. Any condominium organization or neighborhood nonprofit corporation may, by majority vote of its members at any meeting at which a quorum is present, propose any question for consideration by the Board of Directors of this Corporation. The chief executive officer of such condominium organization or neighborhood nonprofit corporation shall certify to the Board of Directors of this Corporation the occurrence of said conditions and the question proposed, and the Board of Directors shall consider said question on or before the conclusion of its second meeting following receipt thereof and shall, within a reasonable time thereafter, communicate the result of its consideration thereof to said chief executive officer. Likewise, questions proposed by individual members may be considered by the Board of Directors.

5. At meetings of the membership, the President or, in his or her absence, the Vice-President, shall preside, or in the absence of both, the membership shall select a chairperson.

6. The order of business at the annual meeting of the members and, as far as applicable and practical, at any other members' meeting, shall be as follows:

- A. Calling of the roll or otherwise establishing a quorum based on those present and by valid proxy;
- B. Proof of notice of meeting or waiver of notice;
- C. Reading of minutes;
- D. Reports of officers;
- E. Reports of committees;
- F. Appointment by the President of election inspectors;
- G. Election of directors;
- H. Unfinished business;
- I. New Business;
- J. Adjournment.

ARTICLE V

BOARD OF DIRECTORS AND MEETINGS: 1. The affairs of the Corporation shall be managed by a nine member Board of Directors. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. The vacancies occurring on the Board of Directors shall be filled without delay at the next regular meeting of the Board of Directors called for that purpose in accordance with Article VIII of the Articles of Incorporation.

3. The annual meeting of the Board of Directors shall be held no later than thirty (30) days after the date of the meeting of the members at which they were elected. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

4. Special meetings of the Board of Directors shall be held when called by any officer or by any two directors.

5. Notice of regular or special meetings of the Board shall be given to each director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting, unless such notice is waived.

6. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice provided that a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

ARTICLE VI

ELECTION OF DIRECTORS: NOMINATING AND ELECTION COMMITTEES:

1. Nomination of election of Board members shall be made by the Nominations Committee, herein and in the Articles of Incorporation referred to as "The Assembly".

2. At least thirty-five (35) days prior to the election of Directors, The Assembly shall notify the Secretary of the names of the candidates nominated by it for election to the Board of Directors. The Secretary shall thereupon follow the notice procedures prescribed in Section 3 of Article IV, herein.

3. The Assembly shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. Only members of the Corporation may be nominated by the Assembly except that a spouse of a member who resides with such member in the Meadows or Highlands may be nominated.

4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the Assembly. Such ballots shall be prepared and mailed by the Secretary to the members along with the notice prescribed by Section 3 of Article IV herein.

5. (a) The ballot of each individual member shall show his name and the number of votes to which he or she is entitled, with spaces for indicating affirmative and negative votes as to questions posed, and for designating the names of nominees and the number of votes cast for each, and provision for signing by the member.

(b) 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.

6. The completed ballots shall be returned to the Secretary at the principal office of the Corporation, or at such other address as designated upon each ballot, prior to the date of the scheduled meeting. Upon receipt of each ballot, the Secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which said votes are tabulated. On that day the ballots shall be turned over to Election Inspectors, who shall consist of five members of the Assembly appointed by the Assembly. The Election Inspectors shall then tabulate the votes and report the results publicly to the President who shall declare elected those nominees receiving the greater number of votes cast relative to each vacancy.

7. The Corporation shall be authorized to rely conclusively upon the validity of the ballots cast and the tabulation of the Election Inspectors so long as the procedures herein prescribed are substantially followed.

8. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall take office as of the date of the first meeting of the Board of Directors after the meeting of members at which they were elected.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS: 1. The Board of Directors shall have power to do the following:

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- (a) To call meetings of the members.
 - (b) To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or director of the Corporation in any capacity whatsoever.
 - (c) To establish, levy and assess, and collect the assessments necessary to operate the Corporation and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors
 - (d) To adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.
 - (e) To authorize and cause the Corporation to enter into contracts for the day-to-day operation of the Corporation and the discharge of its responsibilities and obligations.
 - (f) To exercise for the Corporation all powers, duties and authority vested in or delegated to this Corporation, except those reserved to members in the certain documents, The Declaration of Maintenance Covenants and Restrictions on the Commons For The Meadows, The Highlands Master Covenants and the Articles of Incorporation.
2. It shall be the duty of the Board of Directors:
- (a) To cause to be kept a complete record of all its acts and corporate affairs.
 - (b) To supervise all officers, agents and employees of the Corporation, and to see that their duties are properly performed.
 - (c) With reference to assessments of the Corporation:
 - (1) To fix the amount of the assessment against each member for each assessment period in accordance with the provisions of the Covenants.
 - (2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any member; and,
 - (3) To send written notice of each assessment to every member entitled thereto.
 - (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.

(e) to make payment of all as valorem taxes assessed against Corporation property, real or personal.

(f) To pay all expenses incurred by the Corporation in the ordinary course of business for repairs, maintenance, services, insurance, wages and salaries and other appropriate operating expenses.

(g) To enforce by appropriate legal means the provisions of the Articles of Incorporation and these Bylaws, the aforesaid Covenants and all applicable laws and regulations.

ARTICLE VIII

OFFICERS: 1. The officers shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President, Vice President, Secretary and Treasurer each shall be a member of the Board of Directors.

2. All of the officers shall be elected or approved by the Board of Directors at the annual meeting of the Board of Directors. If the election or appointment of such officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and qualified, or until his earlier resignation or removal.

3. A vacancy in any office may be filled by the Board of Directors by appointment for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contractual rights, if any, of the officer so removed.

5. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, leases, mortgages, deeds and all other written instruments.

6. The Vice-President shall perform all the duties of the President in his or her absence. The same officer shall perform such other acts and duties as may be assigned by the Board of Directors.

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7. The Secretary shall record the votes and keep the minutes of all proceedings of The Board of Directors in a book to be kept for the purpose. He or she shall sign all certificates of membership; shall keep the records of the Corporation; shall record in the book, kept for the purpose, the names of all members of the corporation together with their association affiliation, if applicable, and their addresses as registered by such member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Corporation.

9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit thereof to be made by an independent certified public accountant at the completion of each fiscal year. He or she or the appointed agent shall prepare annually a budget, a statement of receipts and disbursements and a balance sheet, and the same together with the report of the independent certified public accountant, shall be available for inspection upon reasonable request of a member.

10. The salaries, if any, of the officers shall be set by the Board of Directors.

ARTICLE IX

COMMITTEES: 1. The standing committees shall be:

The Budget and Finance Committee
The Maintenance Committee
The Restrictions Committee
The Security and Safety Committee

Each of the aforesaid committees shall consist of a chairperson and two or more members and shall include a member of the Board of Directors. These and all other committees shall be appointed by the Board of Directors annually on the occasion of an annual meeting of the Board of Directors, to serve until the succeeding committee members have been appointed.

2. The Budget and Finance Committee shall (a) following conference with the several operating Departments, draft an annual budget, (b) review the assessed valuation determined by the Sarasota County Tax Assessor and establish an assessment rate sufficient to provide operating funds for the budget year, (c) recommend the funding of reserves for contingencies, and such programmed irregular expenditures (i.e., road, lake, drainway and facility maintenance) as may be deemed necessary, (d) recommend policy relative to investment of both operating and reserve funds not required for near term current expenses, (e) monitor budget performance of the several operating departments and make regular reports to the Board of Directors

3. The Nominating Committee, otherwise called "The Assembly" shall in December of each year nominate candidates for election to the Board of Directors and may review and advise the Board of Directors on budgets, assessments and on such other matters as the Board of Directors may direct. Five members appointed by the Assembly shall serve the President as Election Inspectors to tabulate and publicly report to the President the results of elections to the Board of Directors. The Assembly may adopt operating rules which are in conformity with the Covenants, Articles and Bylaws. Officers of the Assembly, elected annually, may be either voting delegate members and/or non-voting non-delegate members of The Meadows Community Association, Inc.

4 The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair, or improvement of the properties of MeadowsCorp which are owned by or subject to control by the Corporation, and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

5. The Restrictions Committee shall have such duties and functions as devolve upon MeadowsCorp pursuant to the Covenants and Restrictions in respect of the buildings, use, architecture, utility installations and other matters described in the said Covenants and Restriction documents, cited herein. A party aggrieved by a decision of the Restrictions Committee shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the Committee shall in all events be final.

6. The Security and Safety Committee shall (a) monitor the reports and performance of the employed security staff, (b) review security procedures and recommend changes in operating policy as needed, (c) recommend policy and procedures for emergencies involving the safety of area residents, i.e., storms, electrical failure, chemical spills, falling aircraft, (d) cooperate with regional law enforcement agencies.

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7. All committees appointed and so empowered by the Board of Directors shall have the power to appoint sub-committees from among their membership and may delegate to any such subcommittees any power, duties, and functions.

8. The Board of Directors may appoint such other committees as it deems desirable. It shall be the duty of each committee to receive suggestions as well as complaints from members on any matter involving functions, duties, and activities within its field of responsibility. It shall dispose of such matters as it deems appropriate or refer them to such other committee, Director or Officer of the Corporation which is further concerned with the matter presented.

ARTICLE X

FISCAL MANAGEMENT: The provisions for fiscal management of the Corporation as set forth in the aforesaid Covenants and Articles of Incorporation, shall be supplemented by the following provisions:

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, by December 31st of each calendar year adopt a budget. The Board of Directors, also by said date, shall decide upon a millage rate for all Meadows Class Members and based upon its budget the Board shall decide upon a unit assessment to be applicable for the Highlands Class members 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 on or before March 1st of each year and delinquent thereafter.

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4. The depository of the Corporation shall be such bank or banks as shall be designated from time to time by the Directors, withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

5. Fidelity bonds may be required by the Board of Directors from all officers and employees and from any contractor handling or responsible for Corporation funds. The amount of such bonds shall be determined by the Board of Directors. The premiums on such bonds shall be paid by the Corporation and shall be a common expense thereof.

ARTICLE XI

PARLIAMENTARY RULES: Roberts Rules of Order (latest edition) shall govern the conduct of Corporation proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of Florida.

ARTICLE XII

OFFICIAL SEAL: The Corporation shall have an official seal which shall be in circular form bearing the name of the Corporation, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation. An impression of the seal is as set forth below:

ARTICLE XIII

BOOKS AND RECORDS: The books, records and other papers of the Corporation shall be available at the Corporation's office and subject to the inspection of any of the members during regular business hours.

ARTICLE XIV

AMENDMENTS: these Bylaws may be altered, amended or repealed by a majority vote of the Directors present at a duly constituted meeting of the Board of Directors provided that the proposed alteration, amendment or repeal is contained in the notice of such meeting.

* * * * *

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**CERTIFICATE OF AMENDMENT
TO
THE BYLAWS OF
THE MEADOWS COMMUNITY ASSOCIATION, INC.**

The undersigned, being the duly elected President of The Meadows Community Association, Inc., hereby certifies that the foregoing was approved by affirmative vote of the Board of Directors of the Corporation at a duly called meeting of the Board on the 3rd day of June, 1992, in accordance with the requirements of the Articles of Incorporation, for these amendments and that said action by the Board of Directors was sufficient for the approval of the foregoing amended and restated Bylaws. The foregoing both amend and restate the amended Bylaws in their entirety.

Executed this 3rd day of June, 1992.

THE MEADOWS COMMUNITY ASSOCIATION, INC.

(s) Edward R. Carey
As President
(p) EDWARD R. CAREY

(s) Janice DeGrineau
As Secretary
(p) JANICE DE GRINEAU

(Corporation Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

Acknowledged before me this 3rd day of June, 1992 by Edward R. Carey, as President, and by Janice DeGrineau, as Secretary, respectively, of The Meadows Community Association, Inc., a Florida Corporation not for profit, both personally known to me, and who having been duly sworn, executed this instrument on behalf of the corporation.

(s) Mary Beth Molinaro
Notary Public
(p) MARY BETH MOLINARO

(seal)

SARASOTA COUNTY, FL
CLERK OF CIRCUIT COURT
KAREN E. ...

JUN 16 1 28 PM '92

RECORDED IN OFFICIAL
RECORDS

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Notary Public, State of Florida
MARY BETH MOLINARO
Jr Comm. Exp. Sept. 11, 1995
Comm. No. - C 142802

HUTTON·STALL
ATTORNEYS AT LAW

Steven D. Hutton
sdh@huttonstall.com
Board Certified in Business Litigation

Tyler B. Stall
tbs@huttonstall.com

2639 Fruitville Road, Suite 302
Sarasota, Florida 34237
Telephone (941) 364-9292

www.huttonstall.com

November 19, 2025

VIA EMAIL ONLY
bswift@beckerlawyers.com

Bryony G. Swift, Esquire
Becker & Poliakoff
1001 3rd Avenue West, Suite 300
Bradenton, FL 34205

Re: Request for Full Board Access to BDC Negotiation
Materials; Need for Membership Vote; Fiduciary
Responsibilities of All Directors

Dear Ms. Swift:

I write on behalf of MCA Board Members Donald Breece and Susan Chapman, together with a number of concerned homeowners, to follow up on the disclosures made at the November 13, 2025 board meeting regarding the status, timeline, and anticipated procedures for considering the proposed contract with Benderson Development Company ("BDC").

Our clients are not opposed to a potential agreement with BDC. They are open to a transaction that is responsibly negotiated, fully vetted, and demonstrably in the best interests of the approximately 3,500 households in The Meadows. Their sole concern is that the Board as a whole complies with its fiduciary duties and statutory obligations, and that the community's legal right to participate in this decision—where required—is respected.

1. Status Update Presented at the November 13 Board Meeting

Although I was not personally present at the November 13, 2025 Board meeting, I am informed that the following statements and disclosures were made:

- The Board President stated that the full text of the proposed BDC contract will be provided to the Board sometime this week, during a special meeting at which members in attendance will also hear a presentation and discussion of its terms.
- Board members will then have one full week to review the proposed contract.
- A special meeting will be held at the end of that week for the Board to vote on whether to approve the BDC contract.
- Prior to the vote, an executive session will be convened, though no clear explanation has been provided for the purpose or legal justification for holding such a closed session. Under §720.303(2)(b), Fla. Stat., a board may conduct a closed (executive) session only for the purpose of meeting with the association's attorney regarding proposed or pending litigation, or for discussing personnel matters involving actual employees of the association. Nothing described at the November 13 meeting appears to fall within these limited statutory exceptions.
- The officer group has retained two independent experts, at least one (and possibly both) of whom will provide an opinion concerning the value of the water mitigation credits associated with the proposed conservation easements.
- While the officers indicated that the expert reports would be shared with the Board, it remains unclear whether all Board members will be afforded an opportunity to meet with these experts or ask them questions directly.
- During the meeting, Treasurer Jan Lazar implied that because portions of the golf course lands and green spaces are already subject to certain development restrictions, the granting of conservation easements would not have a significant impact on value. However, as was noted at the meeting—and as the three officers did not dispute—those existing restrictions may be modified or eliminated through Board or community action, while conservation easements, once granted, constitute permanent and irrevocable encumbrances on the land. Any

valuation offered to the Board must account for this distinction.

2. Full and Complete Access to Negotiation Materials

It is essential—indeed, a basic matter of fiduciary responsibility—that all Board members, specifically including Directors Breece and Chapman, immediately receive all drafts of the proposed BDC contract; all redlines or revisions exchanged with BDC; all correspondence (emails, memos, notes) relating to negotiations; all expert reports, supporting materials, and valuation analyses; all documents or data provided to any experts; and any communications or analyses relating to water mitigation credits, conservation easements, or long-term encumbrances of MCA property.

Without complete information, Board members cannot responsibly evaluate a transaction of this scale or determine whether it is in the best interests of the community. We therefore respectfully renew our request that all materials—past, present, and forthcoming—be delivered to every member of the Board, including Directors Breece and Chapman, immediately.

3. Fiduciary Duties Require Deliberation, Full Information, and Independent Judgment

A transaction involving a 101-year lease of the MCA's primary recreational amenity, the transfer of water mitigation credits, and hundreds of acres of permanently encumbered conservation easements requires full due diligence, expert valuation, robust deliberation, and transparent disclosure to the community. Directors must act in good faith, with due care, and in the best interests of the corporation.

4. A Membership Vote Is Required Under the Bylaws

A community-wide vote is required before MCA may approve the proposed BDC transaction. This conclusion is required by Article III, paragraph 5 of the Bylaws, which states that a majority vote of members is required for the approval of any matter unless otherwise specifically provided in the governing documents or law. No such override exists here.

Moreover, Article III, paragraph 5 has the effect of invalidating and voiding the 2021 amendment to paragraph 29 of the Declaration, which purported to remove the membership's voting rights and reassign those rights to the Board of Directors. Because the Bylaws expressly require member approval for "any matter"

Bryony G. Swift, Esquire

November 19, 2025

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absent contrary language—which does not exist—the 2021 amendment cannot override the Bylaws and is therefore ineffective to eliminate the required community vote.

Accordingly, the BDC contract cannot lawfully be approved by the Board alone.

5. Our Requests

We respectfully request:

- Immediate delivery of all materials relating to the BDC negotiations to every Board member, including Directors Breece and Chapman.
- Opportunities for all Board members to question the retained experts directly.
- A clear explanation of the purpose and legal basis for the planned executive session under §720.303(2)(b).
- Confirmation that the MCA membership will be given the opportunity to vote on the proposed BDC transaction.
- Assurance that the Board will proceed in full compliance with its fiduciary duties and applicable law.

Our clients do not seek to obstruct or delay a potentially beneficial transaction, but want to ensure responsible governance, transparency, and respect for the community's legal rights.

Sincerely,



Steven D. Hutton

SDH/nam

cc: clients

Bryony G. Swift
Shareholder
Phone: 941.957.2991 Fax: 941.907.0080
bswift@beckerlawyers.com



1819 Main Street
Suite 905
Sarasota, FL 34236

December 3, 2025

VIA EMAIL TO: SDH@HUTTONSTALL.COM

VIA REGULAR U.S. MAIL

Steven Hutton, Esq.
2639 Fruitville Rd., Ste. 302
Sarasota, Florida 34237

**Re: Response to Demand of Directors Chapman and Breece
The Meadows Community Association, Inc.
Client/Matter No.: M32084-421309**

Dear Attorney Hutton:

As you know, I am one of the attorneys representing The Meadows Community Association, Inc., (hereinafter "Association" "MCA" or "Meadows") in this matter. I am in receipt of your correspondence dated November 19, 2025, ("Correspondence") sent on behalf of your clients MCA Board members Susan Chapman and Donald Breece. The MCA Board of Directors is aware Director Chapman and Director Breece have concerns with the proposed Benderson golf course lease, as Director Breece was openly soliciting donations to take legal action against the MCA immediately before and after November 13, 2025, Board of Directors meeting, and he circulated a flyer of allegations at that time.

Your Correspondence asserts a series of alleged facts, which record must be corrected; next, it requests access to all lease negotiation materials, including emails, old drafts and notes; it asserts that fiduciary duty requires sensitive documents and old lease drafts must be shared with Chapman and Breece immediately; and finally, the Correspondence asserts that the proposed Benderson golf course lease must be approved by a full vote of the membership, when the Amended and Restated Bylaws of the Association give the MCA Board of Directors the authority to enter into leases and make decisions concerning real property. I shall address each point in turn.

I. Correction of the Record

The Correspondence asserts a series of alleged facts, which record must be corrected. First, it states that the full text of the proposed lease will be circulated during the week of November 17th. It is now December, and the lease is still being negotiated. A few significant disagreements on terms may derail the negotiations. If a lease is negotiated, then the final text will be distributed to all members of the board with plenty of time for review, and time to seek legal advice, before any Board of Directors' vote to approve same.

If a lease is negotiated, then, after the directors have reviewed the terms, the Board of Directors will meet with the Becker attorneys who handled the lease negotiations, so the Directors can seek legal advice. Your Correspondence asserts there is no legal justification for such a closed session. The session is closed to preserve attorney client privilege, so that the Directors can have a frank conversation with counsel about meaning of the lease terms. You rely upon *Florida Statute* 720.303(2)(b), when you claim a meeting with counsel must be open to the membership. Florida Statute 720.303(2)(b) allows the board to meet in closed session with counsel to address “proposed or pending” litigation. Director Breece and at least one author at the Sarasota Meadows Blog have publicly asserted the MCA will be sued for its actions concerning the golf course. In addition, if the parties are unable to reach a lease agreement, Benderson may choose to litigate the letter of intent. And finally, Director Breece requested donations to take legal action against the MCA over the proposed Benderson lease. Any one of those would constitute proposed litigation for purposes of Florida Statute 720.303(2)(b) to discuss the proposed Benderson golf course lease with counsel.

Moreover, Florida Statute 720.303(2)(b) is not the ultimate statement of attorney client privilege for Florida corporations. Privilege protects communications to and from an attorney, and a closed session with counsel facilitates such private communications. A homeowners’ association is a corporation which acts through its Board of Directors, and as such its Board of Directors has the right to seek legal advice from counsel, protected by attorney client privilege, just like any other corporation. Additionally, the MCA’s 1976 Declaration predates the creation of the Homeowners Association Act and does not incorporate the *Florida Statutes* as amended from time to time, so the MCA is governed by Chapter 617 and arguably exempt from Florida Statute 720.303(2)(b). Also note, Director Peake has repeatedly broadcast MCA board meetings on the internet, although he has been asked not to, because broadcasting the private business of the MCA to the general public harms the MCA. As such, both the public and Benderson would be privy to every word of legal advice if MCA Attorneys were to answer Board Member legal questions at an open board meeting. If your clients truly do not seek to obstruct or delay a potentially the lease transaction, then they should appreciate this opportunity to consult with the professionals who negotiated this lease in a privileged setting.

Finally, in the Correspondence, you claim the officer group has retained experts, and insist your clients be given the opportunity to ask questions of those experts. You fail to note that at least one of those experts was retained at your clients’ suggestion, and your clients seek to prevent a meeting to ask questions of the professionals who negotiated the lease. In addition, the Correspondence attributes statements to Treasurer Lazar which she did not make: the MCA negotiators recognize the significance of the conservation easements, and these proposed conservation easements are currently a sticking point in the lease negotiations. The officers of the MCA have worked diligently to negotiate the best possible lease for the MCA and continue to do so.

II. Request for Immediate Access to all Lease Negotiation Materials

The Correspondence requests MCA provide copies of all negotiation materials including all previous drafts of the proposed contract, all redlines or revisions, all correspondence including all emails and notes. It claims such information is necessary to responsibly evaluate the transaction, but why would old drafts be relevant to a director’s vote for or against the final version of the

lease? Directors Chapman and Breece are not renegotiating the final version of the lease but would be voting for or against the final version of the lease. However, if Directors Breece and Chapman intend to disrupt the negotiation, to drive Benderson away from the negotiating table with board dysfunction, then their requests for old drafts and emails make more sense.

III. Fiduciary Duties

The Correspondence claims negotiation of the Benderson golf course lease requires due diligence, expert valuation, robust deliberation and transparent disclosure to the community. Of course, the MCA board of directors agrees, so it has hired experts and relied upon them. The MCA has been deliberating what to do with its golf courses for at least nine months, the officers have done their due diligence, and the terms of the lease will be discussed in the closed session with counsel and discussed again in board meeting with member participation. If there is a lease to disclose at the end of negotiations, of course there will be transparent disclosure to the community. But transparent disclosure to the community does not mean the MCA should tip its hand to Benderson during ongoing negotiations by broadcasting conversations with counsel on YouTube, nor does it mean attorney client privileged emails should be given to those who would read them aloud in a Board meeting or publish them on the Sarasota Meadows Blog.

I have previously advised both Director Breece and Director Chapman on their fiduciary duties to the MCA as well as the parameters of attorney client privilege. I previously contacted Mr. Breece on June 6, 2025, to explain his ethical role as a director and his legal obligations to the MCA. At that time, he had repeatedly, publicly and incorrectly asserted that some of his fellow board members had sufficient legal conflicts of interest to necessitate recusal on all votes relating to the MCA golf course. The MCA Board of Directors provided three legal opinions by three different attorneys, each concluding no legal conflict of interest existed. Three separate legal opinions showed Breece was misinterpreting the law and wrongfully maligning his fellow board members, yet he persisted. I personally explained the law on conflicts at more than one board meeting, to stop these baseless allegations and the threats of legal action that accompanied them. Eventually, Breece had to know the allegations he made disparaging his fellow board members were not supported by the facts or the law, yet he continued to loudly, publicly claim his fellow board members were breaking the law, so as to pressure them to abstain from golf course votes. Breece also worked with Board Secretary Alex Peake to present Motions for Censure at a Board Meeting, to put these debunked allegations into the record. As such, Breece has proven he is willing to misrepresent the facts and the law, to bully his fellow board members to keep the MCA from moving forward with any golf course proposal other than his proposal to hire a consultant.

On May 22, 2025, I reached out to your client Director Chapman to explain her ethical role as a director, to explain the ordinarily-prudent-attorney standard, considering her legal obligations as a fiduciary of the MCA. At that time, she had circulated an inflammatory document, disparaging legitimate MCA Board action. She organized a meeting claiming, “[t]he future of the Meadows is at Risk!” The meeting notice used phrases like “\$790,000 blank check” and “MCA funds as ransom” to generate panic in the community, although seven of nine board members voted in favor of the golf course related board action she objected to. Chapman claimed the meeting she organized was actually organized by a disgruntled group of homeowners, but the metadata of the meeting

notice and agenda show the documents were prepared on Director Chapman's computer. I advised that her rhetoric would serve to drive away investors and drive down the value of the Association's investment in sports assets. Thereafter, potential golf course investors who chose to terminate negotiations with the MCA cited board disfunction as their reason for pulling out of negotiations.

On August 1, 2025, I contacted all MCA Board Members to remind them of attorney client privilege belonging to the Association. One of your clients quoted an attorney-client privileged email from previous counsel aloud at a board meeting, asserting that the privileged email recipient must recuse themselves from voting on golf course related issues. As such, your client has shown they are willing to destroy attorney client privilege belonging to the MCA to keep the MCA from moving forward with a golf course proposal.

Your clients are fiduciaries of the MCA, but they have proven a willingness to harm the MCA's reputation, their fellow board members, and to destroy attorney client privilege to thwart any MCA golf course plans. As homeowners in The Meadows, they are entitled to their opinions. Members of the Board do not need to agree on every issue, and healthy debate among Board members is positive. However, undermining lawful Board actions, tarnishing the reputation of The Meadows and board members, spreading propaganda, misrepresenting facts, and inciting panic in the community each serve to harm the MCA. You assert that your clients do not seek to obstruct or delay a potentially beneficial golf course transaction, but their previous actions say otherwise.

IV. Authority of the MCA to Enter this Lease

As you know the MCA is governed by the Declaration of Maintenance Covenants and Restrictions on the Commons for the Meadows ("Declaration") created in 1976, and other governing documents including the Amended and Restated Articles of Incorporation and Bylaws. The MCA's 1976 Declaration predates the creation of the Homeowners Association Act and does not incorporate the Florida Statutes as amended from time to time, so the MCA is governed the 1976 *Florida Statutes* and Chapter 617, which is the Not-for-Profit Corporations Act. The Not-for-Profit Corporations Act provides, "All corporate powers must be exercised by or under the authority of, and the affairs of the corporation managed under the direction of its board of directors subject to any limitation set forth in the articles of incorporation." *Florida Statute* 617.0801.

The Amended and Restated Articles of Incorporation for The MCA grant the corporation a list of broad powers in Article III, including the power to lease property and enter contracts in the following provision:

MeadowsCorp shall have the following powers ... (c)**To purchase or otherwise acquire, loan, lease, mortgage, operate, sell, trade or otherwise deal with all property**, whether real or personal, related to its purposes or activities, **as may be deemed necessary or desirable in order to carry out the purposes and objectives of MeadowsCorp; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association.** (Bolded emphasis added.)

This means the Articles of Incorporation provide the MCA with the power to lease or otherwise deal with all property as necessary or desirable to carry out the purposes and objectives of the MCA. The Articles of Incorporation also grant the MCA the power to enter into contracts of every kind. Article III of the Amended and Restated Articles of Incorporation for The MCA also grants the corporation the power to borrow money for the acquisition of property or any other lawful purpose, in Paragraph (o).

The Amended and Restated Bylaws of the MCA grant the MCA Board of Directors the authority to act for the MCA, and authorize the Board to enter contracts in Article VII “(1) **The Board of Directors shall have power to do the following:** ... (e) To authorize and cause the Corporation to **enter into contracts for the day-to-day operation of the Corporation and the discharge of its responsibilities and obligations.**” This means the Board of Directors has the power to sign a contract on behalf of the MCA to discharge the MCA’s responsibilities and obligations. These responsibilities and obligations include operating, maintaining, managing and improving the common areas of The Meadows, as provided under Paragraph 13 of the Declaration, as well as the preservation of open space and ambiance, and the preservation of recreational amenities and golf courses, all as provided under Paragraph 29 of the Declaration. The proposed lease of golf course land to Benderson is intended to discharge the responsibilities and obligations of the MCA, by preserving open space and ambiance, preserving recreational amenities and golf courses, while also arranging for the operation, maintenance, and improvement of the common areas in The Meadows.

The Correspondence suggests Amended and Restated Bylaws, Article III, Paragraph 5 requires a vote of the membership to approve the lease agreement, but does not quote the Paragraph in full. The full Paragraph states,

“5. Except where otherwise required under the provisions of the Articles of Incorporation, these Bylaws, the aforesaid covenants, or where the same may be otherwise be required by law, the affirmative vote of more than one-half of the total voting strength represented at any duly called members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all members.” (Bolded emphasis added.)

This means, if the governing documents do not give the Board of Directors the power to take an action, then more than half the membership must vote affirmatively to approve the action. But, as explained above, the Amended and Restated Bylaws give the Board of Directors the power to contract with Benderson for the preservation of open space and ambiance, as well as the preservation of recreational amenities and golf courses, and for the purpose of operating, maintaining, managing and improving common areas in Bylaws Article VII. Since the governing documents give the Board of Directors the authority to enter such a lease with Benderson Development Company, the Amended and Restated Bylaws, Article III, Paragraph 5 does not require a membership vote.

Florida law and the MCA governing documents allow the MCA Board of Directors to make important decisions, including whether to enter into a particular lease, because Officers and Directors of the MCA Board have a fiduciary responsibility to act in the best interests of the MCA. Individual homeowner members of the MCA, who are not Officers or Directors, generally have the right to vote their own self-interest, without regard for the best interests of the MCA. Therefore, holding an ownership vote on this lease would avoid the protection of fiduciary responsibility. It has been said your clients may want to sell the golf course land, so they can lower their own household expenses. Such a self-interested position is understandable, but it is not in the best interests of the MCA. The best interests of the MCA are served through preservation of greenspace and amenities because the beautiful greenspace and significant amenities of the Meadows set the Meadows apart from other communities in the area.

V. Conclusion

If a final lease is negotiated, all members of the MCA Board of Director will have the right to meet with the attorneys who negotiated the lease, in a closed setting, to preserve the attorney-client privilege, so that the individual board members can seek legal advice about the lease terms from counsel. If an agreement is reached, the MCA will provide a copy of the proposed lease and any expert reports; if an agreement is not reached then the issue is moot. The Correspondence demands an explanation of the legal basis for a closed session, which was provided on page two of this letter. The Correspondence asks the Board to violate the Amended and Restated Bylaws by holding a membership vote on the lease. The Board will not avoid fiduciary responsibility, or generate unnecessary expenses, by holding a membership vote on the lease. The governing documents of the MCA give the MCA Board of Directors the authority to vote on the Benderson lease in accordance with their fiduciary responsibility to act in the best interests of the MCA. If a final lease is negotiated, that lease will be discussed at open meetings, and then the Board of Directors shall vote to approve or disapprove the lease.

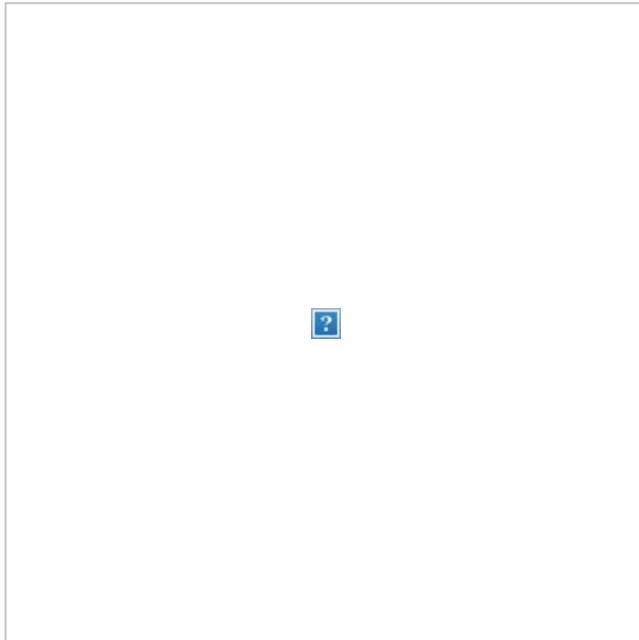
Sincerely,



Bryony G. Swift
For the Firm

BGS/jw

On Tuesday, January 13, 2026, 7:21 PM, MCA Constant Contact
<donotreply@mcaconstantcontact.ccsend.com> wrote:



January 13, 2026

A MESSAGE FROM THE MCA BOARD PRESIDENT

Dear Residents,

I wanted to take a moment to help bring clarity regarding our golf courses. There has been a lot of conversation within the community, along with a lot of inaccurate or incomplete information shared by those who are not fully privy to the facts. What follows is intended to share the facts, not speculation or “what if” scenarios. Throughout this process, we have made every effort to be transparent, to communicate openly, and to keep residents

informed at each step of the journey and where we are today.

Q: What is Benderson's capital investment?

A: To create high quality golf courses, this will take extensive work given the current state of our golf courses.

Q: Will Benderson own or control The Meadows?

A: No. No land is being sold, and no deeds are changing hands. All land remains owned by the Meadows. Any plans or improvements envisioned must receive MCA approval in accordance with our governing documents.

Q: Benderson is getting our land forever.

A: No. No land is being sold or transferred. Conservation easements are being used to ecologically protect land that already has protections in place. Ownership remains with the Meadows. MCA retains ownership and control of all the land.

Q: What power does the conservation easements and/or the mitigation points give Benderson over The Meadows.

A: None. The conservation easements protect the open space in perpetuity. The sale of mitigation points (funds that will be returned to The Meadows) does not give the buyer of those points any rights over MCA land.

Q: Will Benderson's proposed Special District take over The Meadows?

A: No. A Special District can only be created by a landowner and functions solely within its own boundaries. Benderson's proposed district would apply only to the property they own, not any property they lease from The Meadows. Any Special District water management or flood control activities would remain confined to the land they own and cannot extend into or override MCA property or authority.

Q: Why can't this be a community-wide vote?

A: The Meadows Community Association is a corporation governed by a Board of Directors, which are elected by the members and legally authorized to make decisions on behalf of the community. The Meadows is not structured as a direct-vote association, as this governance model was established by the original developers.

Q: Why hasn't the community heard directly from MCA attorneys?

A: We are waiting for a finalized lease document before having our attorneys formally present or provide detailed commentary – this was the process that was discussed at the beginning of this journey. Any documents shared previously were drafts and incomplete. We felt it was important to communicate clearly where we were in the process rather than speculate or discuss terms that were still evolving. In the coming days you will receive additional MCA information regarding our next Special Meeting with attorneys present and lease summary.

Q: What happened to all the golf organizations that were brought in?

A: MCA spoke with many major golf operators, recognized experts in golf operations, as well as several smaller golf management companies. Some were simply not interested. Others were only interested in purchasing the land outright, which was never an option. In several cases, interest waned due to the extensive capital investment needed for improvements, also, due to the level of hostility and division they perceived within the community. Additionally, most

conversations with these golf entities required the MCA to fund construction of a new clubhouse, after demolition of the old one - which would have imposed significant cost to the community. The Benderson package offers a financial incentive, as well as a capitol investment to improve the courses.

Q: What was asked of the golf organizations?

A: Each organization was asked to develop a proposal to operate and redevelop 54 holes of golf in a way that would be financially sustainable with no cost to the MCA/community, while ensuring that the courses and related amenities would remain available to all residents in some form.

Q: What is a triple-net lease?

A: In a triple-net lease, the lessee (Benderson) is responsible for rent, property taxes, maintenance, and insurance. Under current circumstances, the MCA pays for all of these costs.

Q: What happens if Benderson leaves after 36 months?

A: The lease includes clear termination and reversion provisions. If Benderson were to leave, full control of the land and all lease-governed rights revert back to the MCA, with no loss of ownership. Any capital improvements made during the lease term would remain, enhancing the value of the property and helping preserve the land for the future.

Q: Has our land been undervalued?

A: No. Independent third-party appraisers were retained to evaluate the land, not only from a monetary standpoint but also based on mitigation point value, which is a critical factor in conservation and environmental valuation.



Chris Perone
MCA Board President



Please do not reply to this email, as the reply email address is not a monitored mailbox. If you have any questions, call 941-377-2300. **The Meadows Community Association** <http://www.themeadowssarasota.org/>



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