

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

**SARASOTA-MANATEE JEWISH
HOUSING COUNCIL, INC.**, a Florida
Not For Profit Corporation,

Plaintiff,

v.

Case No. *2025 CA 5586*

**THE MEADOWS COMMUNITY
ASSOCIATION, INCORPORATED**, a
Florida Not For Profit Corporation,

Defendant.

COMPLAINT

Plaintiff, **SARASOTA-MANATEE JEWISH HOUSING COUNCIL, INC.** (“Plaintiff”)
sues Defendant, **THE MEADOWS COMMUNITY ASSOCIATION, INCORPORATED**
 (“Defendant” the “Meadows Community Association,” or “MCA”), and states:

PARTIES AND JURISIDICITION

1. Plaintiff owns and operates an assisted living facility within the Meadows Community located at 1951 N HONORE AVE SARASOTA, FL, 34235, with parcel identification number of 0039-09-0001 (the “Property”). Plaintiff is a Florida not for profit corporation with a principal place of business in Sarasota County, Florida.

2. Plaintiff is a sub-association of the Meadows Community Association, which is governed by the Declaration of Maintenance Covenants and Restrictions on the Commons for The Meadows, as recorded at O.R. Book 1113, Page 715 of the Official Records of Sarasota County, Florida, as amended from time to time (the “Master Declaration”). *A copy of the Master Declaration is attached as Exhibit “1.”*

3. MCA is a Florida not for profit corporation operating under Chapters 617 and 720, Florida Statutes, with a principal place of business in Sarasota County, Florida. MCA is the Master Association for which Plaintiff and other sub-associations are subject pursuant to the Master Declaration.¹

4. Plaintiff brings this action against MCA in its individual capacity as authorized by Section 720.303, Florida Statutes.

5. This Court has jurisdiction pursuant to Section 26.012, Florida Statutes.

6. Venue of this action is proper in Sarasota County, Florida pursuant to 47.011, Florida Statutes.

7. All conditions precedent to this action have occurred, been performed, or are otherwise waived.

8. Plaintiff has retained the law firm Bentley Goodrich Kison, PA to represent it in this matter and are obligated to pay its reasonable fee. Plaintiff are entitled to recover their attorneys' fees and costs from MCA pursuant to the Master Declaration and Chapter 720, Florida Statutes.

GENERAL ALLEGATIONS

9. The Meadows is a mixed-use community in Sarasota County, Florida comprising residential housing, commercial housing, country club commodities, golf courses, and more.

10. The Master Declaration, recorded in 1976, sets forth the following method by which MCA levies annual maintenance assessments on its members:

14. ANNUAL MAINTENANCE ASSESSMENT. The annual maintenance assessment to be levied against each parcel of Property shall be determined on the basis of the ad valorem real estate tax assessment values established each year by the Property Appraiser of Sarasota County, Florida, and calculated in the following manner:

¹ MCA was formerly known as Meadowood Management Co., as reflected in the Master Declaration. The two are the same entity.

(a) Prior to the end of each calendar year, Meadowood shall ascertain the assessed value of each individual parcel of Property subject to the annual maintenance assessment hereunder by reference to the said tax assessment roll as certified by the Property Appraiser for that year (without deduction for any exemption.)

(b) Meadowood shall then total the individual assessed values determined in the manner set forth in Paragraph (a) so as to establish the total assessed value of all of the real estate and improvements comprising the Property subject to the annual maintenance assessment as defined in Paragraph 2 hereof.

(c) The assessed value of each individual parcel of property shall then be divided by the said total assessed value determined in Subparagraph (b), above, to determine the percentage of the gross annual maintenance assessment applicable to each individual parcel of Property. The percentage of the gross annual maintenance assessment applicable to each individual parcel of Property shall be multiplied by the annual budget of Meadowood hereinafter referred to, in order to determine the annual maintenance assessment for each individual Property for the ensuing year.

(d) Each individual Property Owner shall be advised by writing, mailed to his address as the same is recorded in the records of Meadowood, on or before February 1 of each year, of:

(i) the assessed value of such Owner's individual Property;

(ii) the total assessed value of the entire assessable properties calculated in the manner above set forth;

(iii) the percentage applicable to such Owners' individual property;

(iv) Meadowood's annual budget;

(v) The dollar amount of the payment due and payable by such individual Owner for such year;

(vi) The amount due from or repayable to the individual Owner in respect of under or over expenditure from the previous year's budget.

11. In sum, MCA determines each owner's annual maintenance assessment as a pro-rata share of the overall annual budget, based on the assessed value of each individual property.

12. At the time the Master Declaration was recorded in 1976, the "assessed value" of properties in Florida for purposes of levying property taxes — and thus determining the maintenance assessment — was synonymous with the "just value" of the property:

192.001. Definitions.

(2) *Assessed value of property.* An annual determination of the just or fair market value of an item of property.

§ 192.001(2), Fla. Stat. (1970). Stated another way, there was no difference between the "just value" and the "assessed value."

13. It was not until 1992² that the residents of the state of Florida approved the constitutional amendment widely known as the Save our Homes ("SOH") amendment, providing a 3% cap on the increased assessed value of homestead property, year over year. This constitutional amendment structurally altered the definition of "assessed value," as compared to "just value."

14. Likewise, in 2007 the Florida legislature enacted a ten percent (10%) assessment limitation/cap on non-homestead properties:

193.1554. Assessment of nonhomestead residential property.

(2) For all levies other than school district levies, nonhomestead property shall be assessed at just value as of January 1 of the year that the property becomes eligible for assessment pursuant to this section.

(3) Beginning in the year following the year the nonhomestead residential property becomes eligible for assessment pursuant to this section, the property shall be reassessed annually on January 1. Any change resulting from such reassessment may not exceed 10 percent of the assessed value of the property for the prior year.

² The Save Our Homes amendment was passed by Florida voters in 1992 and went into effect in 1995.

§ 193.1554, Fla. Stat. Like the SOH amendment, this legislative change has led to diverging valuations between assessed value and just value.

15. The law in effect at the time a declaration is recorded is controlling as if engrafted onto the declaration. *Dimitri v. Commercial Ctr. of Miami Master Ass'n, Inc.*, 253 So. 3d 715, 718-719 (Fla. 3d DCA 2018) (stating that the statutes in effect on the date of filing the declaration engrafts the law into the documents as if expressly stated therein); *see also Universal Prop. & Cas. Ins. Co. v. Laguna Riviera Condo. Ass'n, Inc.*, 386 So. 3d 629, 633 (Fla. 2d DCA 2024) (holding that the statutes in effect at the time a contract is executed governs the substantive issues arising in connection with that contract.).

16. Accordingly, at the time the Master Declaration was recorded in 1976, the “assessed value” of a property was the “just or fair market value” of the property, as neither the SOH amendment nor the 10% nonhomestead residential cap had yet been enacted by Florida’s legislature.

17. Nevertheless, MCA has improperly been applying both the 3% SOH cap and 10% nonhomestead residential cap to the fair market value of the properties to calculate its annual maintenance assessments. As a result, Plaintiff’s pro-rata share of the annual budget has been increasing relative to residential property owners at an exponential rate.

18. By way of example, using MCA’s current calculation (applying both residential tax-assessment caps), the total value of all properties in the Meadows for purposes of calculating the annual assessment was approximately \$916,669,976.00 in 2024. This number serves as the denominator for the annual maintenance assessment. The assessed value of each individual property serves as the numerator.

19. In contrast, using the “assessed value” as understood in 1976 when the Master Declaration was drafted, executed, and recorded, that same number would be \$1,190,018,806.

20. Importantly, residential property owners rue the benefit of this miscalculation because their property valuations are capped, whereas Plaintiff’s is not.

21. To further illustrate the example, Plaintiff’s pro-rata share of the annual maintenance assessment in 2024 utilizing MCA’s current calculation was 4.1%. Assuming a \$5,000,000 annual budget (which is roughly accurate), this would amount to an annual assessment of \$205,000.

22. In contrast, if MCA had used the proper “assessed value” as understood at the time the Master Declaration was enacted, Plaintiff’s pro-rata share of the annual budget would be only 3.2%, or \$160,000. The gap in the two values will only continue to grow as residential property owners continue to receive the benefit of these residential caps.

23. The Master Declaration further prohibits application of any exemptions to the assessed value of properties within the Meadows for purposes of calculating the annual maintenance assessment. *See* Exh. 1 ¶ 14(a). This includes “deduction for any exemption,” such as religious exemptions, senior citizen exemptions, military exemptions, or otherwise. As mentioned above, because the Meadows is a mixed-use community consisting of many different types of property, this exclusion was necessary to maintain uniformity across the different types of properties and to maintain an assessment structure based solely on the just value of the property.

24. It is evident on the face of the Master Declaration that such a widening burden on commercial property owners in the Meadows was never intended, especially considering no increased value of services or share of expenses from the annual budget.

25. Because the SOH amendment and 10% nonhomestead residential cap were not in place in 1976, the Master Declaration could not have considered or adopted them as part of the assessment scheme. Instead, the clear intent of the Master Declaration was to base the property owners' pro-rata share of the annual assessment on the fair market value of the property.

26. To the extent the Court finds the plain language of the Master Declaration to be unambiguous, the enactment of the SOH amendment and nonhomestead residential caps created a prima facie latent ambiguity within the Master Declaration. Specifically, the enactment of the two residential tax-assessment caps altered the meaning of the word "assessed value" as understood by the drafters of the Master Declaration and as it relates to the annual maintenance assessment.

27. Plaintiff's counsel has contacted counsel for Defendants regarding the miscalculation of annual maintenance assessment and has explained, in detail, the issues. Defendants have rejected Plaintiff's position and made clear they do not intend to change the calculation to reflect the proper assessed value.

28. As a result, there is a bona fide dispute as to interpretation of paragraph 14 of the Master Declaration which requires Court intervention to resolve.

COUNT 1 – DECLARATORY JUDGMENT

29. This is an action for declaratory judgment pursuant to Chapter 86, Florida Statutes.

30. Plaintiff incorporates paragraphs 1-28 as though fully restated herein.

31. In response to Plaintiff's demands that MCA properly calculate the annual maintenance assessments, MCA asserts that it is properly calculating the assessments in accordance with Article 14 of the Master Declaration by applying the SOH and 10% nonhomestead residential caps to the assessed valuation of the properties within the Meadows.

32. The Master Declaration prohibits application of any tax exemptions in calculating annual assessments.

33. Moreover, when the assessment scheme was designed and the Master Declaration was recorded, “just value” and “assessed value” had the same meaning. However, with the enactment of the SOH amendment and 10% nonhomestead residential cap, these two values have diverged. While these changes in values may apply to the taxes that owners may owe to a governmental entity, these changes should not apply retroactively to the Master Declaration. *See Dimitri v. Commercial Ctr. of Miami Master Ass'n, Inc.*, 253 So. 3d 715, 718-719 (Fla. 3d DCA 2018) (holding that the statutes in effect at the time a Declaration is filed govern).

34. Plaintiff is in doubt as to its rights under the Master Declaration. A present controversy exists between Plaintiff and Defendant regarding the correct method of calculating annual maintenance assessments. Accordingly, there is a bona fide, actual, present and practical need for a declaration.

35. The declaration will remedy a present, ascertained, or ascertainable state of facts or present controversy as to the state of facts.

36. Plaintiffs have been and will continue to be damaged if MCA is permitted to continue miscalculating annual assessments.

WHEREFORE, Plaintiff respectfully requests this Court enter a judgment declaring that MCA is prohibited from applying the 3% SOH cap and 10% nonhomestead residential cap to the assessed value of the properties within the Meadows for purposes of calculating the annual maintenance assessments under Article 14 of the Master Declaration, for an award of fees and costs, and for such other relief the court deems just and proper.

COUNT 2 – BREACH OF DECLARATION

37. This is an action for breach of contract in an amount exceeding \$50,000, exclusive of attorneys' fees and costs.

38. Plaintiff incorporates paragraphs 1-28 as though fully restated herein.

39. Plaintiff and Defendant are parties to the Master Declaration. *See Exhibit 1.*

40. Paragraph 14 of the Master Declaration requires that MCA determine the amount of each individual property owners' pro-rata share of the annual budget based on their respective assessed values, as defined by the Master Declaration at the time it was recorded.

41. Paragraph 14(a) further prohibits MCA from applying any tax exemptions to this amount.

42. MCA has improperly applied both the 3% SOH homestead cap as well as the 10% nonhomestead residential cap to the assessed valuation of the properties within the Meadows.

43. MCA has consequently breached the Master Declaration.

44. As a result of MCA's breach, Plaintiff has been over-assessed for its share of the Meadows' annual budget. Plaintiff seeks damages from October 2020 to present in a value to be determined at trial. This value is estimated to exceed \$200,000.

WHEREFORE, Plaintiff respectfully requests this Court enter judgment in Plaintiff's favor and against Defendant, MCA, for actual damages, pre-judgment interest, attorneys' fees, costs, and for such other relief the Court deems just and proper.

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

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", does hereby declare these covenants and restrictions relative to The Commons to be applicable henceforth to that certain development known as "The Meadows".

W I T N E S S E T H :

WHEREAS, Developer is the owner and prospective developer of certain lands located in Sarasota County, Florida, as more particularly hereinafter described; and

WHEREAS, Developer has received approval to develop said lands from the County Commission of the County of Sarasota in accordance with the terms and provisions of a Resolution and Development Order adopted by said County Commission under date of November 13, 1974, recorded in Official Records Book 1063, page 1070, Public Records of Sarasota County, Florida; and

WHEREAS, Developer intends to improve, develop and subdivide said tract of land and, thereafter, to grant, sell and convey subdivided portions of said land for residential, recreational, and commercial uses and purposes in accordance with a conceptual site development plan heretofore approved by the County of Sarasota, as such development plan may be changed and modified by Developer from time to time hereafter; and

WHEREAS, Developer intends to proceed with the development of said lands into a community to be known as "The Meadows" and is desirous of placing certain covenants and restrictions upon said property; and

WHEREAS, pursuant to the aforementioned Resolution and Development Order and in accordance with good development practices certain portions of said property are to be set aside for the common use of all owners and lessees of property in The Meadows, and other authorized users, which common areas are hereinafter sometimes referred to as "The Commons"; and

WHEREAS, from time to time hereafter Developer or its assigns will record plats of the various portions of said property and will thereafter deed said property in accordance with said plats, which plats and/or deeds will grant to the purchasers and to certain other designated parties nonexclusive rights of ingress and egress on the roads in The Meadows and will also grant nonexclusive rights in The Commons subject to the terms and provisions of this Declaration of Covenants; and

WHEREAS, Developer has caused to be incorporated under the Laws of the State of Florida as a corporation not for profit, The Meadowood Management Co., hereinafter referred to as "Meadowood", which corporation has been chartered for the purposes set forth in its Articles of Incorporation and

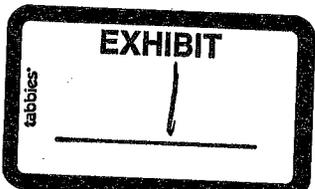


Exhibit "I"

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Bylaws, including the purposes of enforcing certain of these covenants and restrictions and operating, maintaining, improving and managing The Commons for the use and benefit of the property owners of The Meadows;

NOW, THEREFORE, in consideration of the premises and in furtherance of the development plan for The Meadows, and pursuant to and in accordance with the aforesaid Resolution and Development Order, Developer does hereby declare and establish these covenants and restrictions for the benefit of said community and the future owners of property therein and does hereby place upon the property hereinafter described the following covenants, liens and restrictions, to wit:

1. LANDS WHICH ARE THE SUBJECT OF MAINTENANCE COVENANTS. The lands of Developer which hereafter shall be subject to and governed by these covenants and restrictions are located in Sarasota County, Florida, and described in Exhibit A, attached hereto. Said lands shall henceforth be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations, easements, charges and liens hereinafter set forth without necessity of specific reference hereto. Absence of such specific reference to these covenants in any subsequent conveyance or transfer of property in The Meadows shall not excuse the grantee from full compliance herewith nor may any owner waive or otherwise avoid liability for the assessments hereinafter provided for by the asserted nonuse of The Commons.

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 16 of these covenants with the exception of the following lands:

(a) Any and all lands which may be conveyed by the Developer to any governmental body, as reflected on any plats of portions of The Meadows, or in any recorded document.

(b) The Commons as hereinafter defined in Paragraph 6.

(c) Such other lands as may be determined by Developer (whose determination shall be final) to be of use and benefit generally to property owners in The Meadows and added to The Commons.

(d) Some of the areas contemplated in Paragraph (b) are reflected generally on the conceptual site development plan referred to in the aforementioned Resolution and Development Order approved by the Sarasota County Commission on November 13, 1974. However, all of such areas are subject to change by the Developer upon approval of the County Commission, and the exact location, description, definition and usage of such areas with subsequently be shown on plats of portions of The Meadows and in deeds of said tracts of land as the same are recorded from time to time.

3. REQUIRED MEMBERSHIP IN ASSOCIATION. All owners of property lying within the land area in Paragraph 2, above, shall be required to become members of Meadowood and to maintain such membership in good standing. Membership shall be automatically acquired upon acquisition of the fee simple title to any Property in The Meadows (without necessity of

reference thereto in any deed or other conveyance or transfer of title) and shall be automatically terminated upon the sale or other transfer of title to such Property. The word "Property" shall mean and refer to any platted subdivision lot or other parcel of land and the improvements located thereon, including any condominium unit, and all appurtenances thereto, located within The Meadows. The word "Owner" shall mean and refer to the record owner, whether one or more persons or legal entities, of the fee simple title to any Property.

4. ADDITION OF LANDS TO BE SUBJECT TO COVENANTS AND ASSESSMENT. From time to time hereafter, Developer shall have the right to add additional lands to those hereinabove described by instrument recorded in the Public Records of Sarasota County, Florida, with the consent shown thereon of Developer, Meadowood, and the owner of the fee simple record title of the land to be added.

5. DEFINITION OF ROADS. The Meadows will contain three types of roads and all plats of portions of The Meadows shall distinguish between and designate the same where appropriate and desirable:

(a) "Public roads" shall mean and refer to those roads or streets within The Meadows heretofore or hereafter dedicated to a governmental entity and which will be maintained by such governmental entity at its expense.

(b) "Private roads" shall mean and refer to those roads which are common to The Meadows as a whole and which are available for the common use and enjoyment of all Owners in The Meadows, which roads are to be maintained by Meadowood at its expense.

(c) "Limited private roads," shall mean and refer to those roads which are common only to a certain limited area of The Meadows (such as a specific subdivision, condominium or other developed parcel of Property) and which are available for the common use and enjoyment only of the Owners of Property lying within such limited area, which roads shall be maintained by the Owners in such area or by a neighborhood or condominium association of owners.

6. DEFINITION OF THE COMMONS. The Commons shall be deemed to include all real property located in The Meadows which may hereafter be specifically set aside or deeded to Meadowood by Developer for the common use and enjoyment of all Property Owners in The Meadows as members of Meadowood. The Commons shall include all private roads and may, at the discretion of the Developer, include the following: pedestrian sidewalks and walkways, bicycle paths, bridle paths, lakes, ponds, drainage canals, parks and common open space, and any other amenity areas set aside for the benefit of all Property Owners, all of which areas appear generally on the Developer's Conceptual Site Development Plan, a copy of which is attached to the Resolution and Development Order recorded in Official Records Book 1063, Page 1070, Public Records of Sarasota County, Florida, which Development Plan may be modified and amended by Developer from time to time hereafter. Those areas which Developer, or its assigns, may set aside for the exclusive use of Owners in a particular subdivision or

condominium (sometimes referred to as "Neighborhood Common Areas") shall not be deemed a part of The Commons. The exact location, description and definition, as well as any limitations or restrictions as to usage, of The Commons and the Neighborhood Common Areas will subsequently be reflected either on plats of portions of The Meadows or in the deeds or conveyances of such common areas as the same are recorded from time to time.

7. OWNERSHIP, USE AND MAINTENANCE OF THE COMMONS.

Ownership of each portion of The Commons shall remain in Developer unless and until Developer shall transfer title thereto as hereinafter provided. Developer shall maintain all portions of The Commons not so transferred. Every Property Owner shall have the nonexclusive right to use and enjoy The Commons as and when made available for general usage by Developer in the manner hereinafter recited and subject to the following provisions:

(a) The developer of each portion of lands within "The Meadows", by deed or plat, will grant to all owners (and their grantees) of the property subject to these covenants, and to their respective guests, invitees, tenants and domestic help, and to delivery, pickup and sanitation services, to representatives of utilities servicing said property, to United States mail carriers, to representatives of fire departments, police departments, and to all other necessary municipal, county, special district or federal agencies, and to holders of liens on any property subject to these covenants, the non-exclusive and perpetual right of ingress and egress over and across all private roads, sidewalks and walkways located within such portion of "The Meadows". Developer may grant similar rights from time to time to such other persons or groups as Developer may designate by instrument recorded in the public records.

(b) Developer hereby authorizes use of all private roads and the right to exercise control of traffic thereon to duly constituted law enforcement officers, and subject thereto, Developer shall have the right, but not the obligation, from time to time to control and regulate all types of traffic thereon, including the right to prohibit use by traffic which, in the opinion of Developer, would or might result in damage to said roads or any part thereof, and the right, but not the obligation, to control and prohibit parking on all or any part of said private roads. Developer reserves the absolute right to deny ingress to any person except those persons referred to above, and to remove or require the removal of any fence, wall, hedge, shrub, tree, or other object, natural or artificial, placed or located on any property subject to these covenants if the location of the same will, in the sole opinion of Developer, obstruct the vision of a motorist upon said private roads.

(c) In the event and to the extent that any portion of said private roads shall be dedicated to or otherwise acquired by any governmental agency on behalf of the public, the preceding provisions of this paragraph shall thereafter be of no force and effect as to the property so acquired.

(d) Developer shall have the sole right to control the maintenance of all lakes, ponds, canals and drainage control devices.

(e) Developer reserves the right at any time and

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from time to time to transfer portions of The Commons to Meadowood, as provided in Paragraph 21, hereinbelow.

(f) Developer shall have the right in its sole discretion to permit use of portions of The Commons by the general public.

(g) Subject to such rules and regulations as may be promulgated by Developer during the time it retains ownership of The Commons, such areas may be used for purposes designated by Developer including, without limitation, vehicular, pedestrian, bicycle and other permitted traffic on private roads and limited private roads; walking, bicycling and such other uses as may be permitted on bicycle paths; picnicking in designated areas; equestrian purposes in that area lying westerly of the north-south portion of Longmeadow, a public road; exercising of pets (provided that all pets shall be on a leash when outdoors); boating (excluding power operation) and fishing in ponds and lakes; and such other activities as Developer may deem appropriate. Upon conveyance of title to said common areas to Meadowood, Developer may impose restrictions on the usage thereof. Subsequent to such conveyance, Meadowood must adopt and continue in force the rules and regulations promulgated by Developer and, from time to time, may modify and amend the same provided they are not contrary to these covenants and other restrictions on the usage thereof. Meadowood shall also have the right to use portions of The Commons for the presentation of performances, exhibitions and the like, of general interest to the residents of The Meadows and others, and to charge admission thereto for the purpose of defraying the cost thereof.

(h) No part of The Commons shall be used for hunting of any kind, or any discharge of firearms, motor-cycling (other than as a means of transportation on private and limited private roads), swimming, or grazing of animals; no fires shall be lighted except in designated picnic areas; no trees shall be felled nor landscaping injured; no interference shall be made or permitted to occur relative to drainage or utility easements or easements of way; no structures other than recreational and other common facilities constructed or approved by Developer shall be built on land or in the water; no discharge of any liquid or material, other than natural drainage, may be made into any lake or pond; and there shall be no alteration or obstruction of lakes, ponds, watercourses, or interference with water control structures and weirs unless specifically approved by Developer. Subject to rules and regulations promulgated from time to time by Developer, no vehicular accesses shall be used other than as designated and no vehicles shall be parked on any private or limited private roads except in emergencies.

8. OWNERSHIP, USE AND MAINTENANCE OF LIMITED PRIVATE ROADS. Ownership of each limited private road shall remain in Developer or assigns unless and until Developer or assigns shall transfer title thereto to the organization of condominium unit owners or the neighborhood non-profit corporation within whose jurisdiction said road exists. Said roads shall be maintained from the outset by the appropriate organization of condominium unit owners or neighborhood non-profit corporation, notwithstanding the rights herein retained by Developer.

In respect of each such limited private road, as well

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as any sidewalks and walkways, the developer of each portion of lands within "The Meadows" shall grant to all owners (and their grantees) of property adjoining the same, and to their respective guests, invitees, tenants, and domestic help, and to delivery, pickup and sanitation services, to representatives of utilities servicing said property, to United States mail carriers, to representatives of fire departments, police departments, and to all other necessary municipal, county, special district or federal agencies, and to holders of liens on any property subject to these covenants, and to such other persons or groups of persons as developer from time to time may designate, the nonexclusive and perpetual right of ingress and egress over and across said roads, sidewalks and walkways. Notwithstanding the preceding provisions of this paragraph, Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person (except those persons referred in the dedication recorded with any plat of The Meadows) who, in the opinion of Developer, may create or participate in any disturbance or nuisance on said roads or on any part of the property subject to these covenants.

9. ADDITIONAL RIGHTS RESERVED. In addition to the rights reserved by Developer in other portions of this Declaration, Developer specifically reserves the right to prescribe and record, from time to time, building and use restrictions for all areas of The Meadows, including The Commons, and to amend the same from time to time during Developer's ownership of such areas. Such restrictions may include the reservation of the right of architectural approval and control over any and all improvements to be constructed in The Meadows, the right to determine the nature, type and location of utility installations, the method and degree of maintenance of the drainage system of The Meadows, and, in general, the right to do and accomplish any and all things consistent with good development practices and reasonably calculated to implement development of The Meadows in accordance with Developer's conceptual site development plan as the same may be changed and modified from time to time hereafter.

10. RESERVATION OF UTILITY EASEMENTS. Developer, for itself, its successors and assigns, hereby reserves a perpetual, alienable and releasable easement, right and privilege, on, over and under any of said private roads, limited private roads, sidewalks and pathways in The Meadows, to erect, construct, maintain and use electric power and telephone poles, wires, cables, conduits, water mains, sewers, drainage lines, drainage ditches, underdrains, and other suitable equipment and appurtenances for these purposes, or for other equipment and appurtenances pertaining to the installation, maintenance, transmission and use of electricity, telephone, television signal transmission, gas, street lighting, water, and any other utilities or conveniences to be placed on, in, over and under said roads and sidewalks.

11. DEDICATION TO PUBLIC. Developer shall have the sole and absolute right at any time, without necessity of approval by Meadowood, but with the approval of the Board of County Commissioners, to dedicate to the public all or any part of said private roads in The Meadows, and to dedicate to public ownership that certain utility site referred to in the Resolution and Development Order aforesaid, as well as any other portion of said property deemed appropriate by Developer.

12. MEMBERSHIP IN MEADOWOOD. Every owner of property sub-

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ject to assessment, as defined in Paragraph 2, above, shall be a member of The Meadowood Management Co., a Florida corporation not for profit, and shall have a voice in the affairs thereof to the extent of one vote for each \$10,000.00, or major fraction thereof, of assessed value of his Property ownership as determined in the manner provided in Paragraph 14, below; provided, however, that such membership may be either by way of direct participation or by way of representation in lieu of direct participation in the following manner:

(a) In the event any parcel of land subject to these covenants shall be submitted to condominium ownership, the organization of condominium unit owners which administers the affairs of the condominium shall be deemed to be the exclusive agent for and shall hold the exclusive and irrevocable proxy and authority, subject to the limitation hereinbelow set forth, to act for and vote in behalf of all of the unit owners of such condominium with respect to the affairs of Meadowood, and the votes cast by such organization's representative shall conclusively bind the individual unit owners within such condominium; provided, however, that positive and negative votes cast by individual unit owners in voting on Meadowood matters within their own organization shall retain their character as such and shall in turn be reported to Meadowood and cast by said representative as positive and negative votes in the respective numbers originally cast.

(b) As to all lands subject to these covenants which are not submitted to condominium ownership, Developer or the individual Property Owners within a specific subdivision may create neighborhood associations formed as non-profit corporations or associations under the laws of the State of Florida. In such event, such associations shall administer the affairs of their respective individual neighborhoods or subdivisions and shall also be deemed to be the exclusive agent for and shall hold the exclusive and irrevocable proxy and authority, subject to the limitation hereinbelow set forth, to act and vote in behalf of all of the owners of property within its jurisdiction with respect to the affairs of Meadowood and the votes cast by the representative of such neighborhood non-profit corporation or association shall conclusively bind the individual property owners within its jurisdiction; provided, however, that positive and negative votes cast by individual property owners in voting on Meadowood matters within their own organization shall retain their character as such and shall in turn be reported to Meadowood and cast by said representative as positive and negative votes in the respective numbers originally cast.

(c) In those cases where property subject to these covenants is neither submitted to condominium ownership nor the subject of neighborhood associations, individual property owners shall participate directly in the affairs of Meadowood and shall vote individually.

(d) Membership and voting through representation as provided in Subparagraphs (a) and (b), above, shall not disqualify any member of Meadowood from serving as an officer or director of the corporation, nor shall such membership in any way be deemed to affect the lien provisions contained in Paragraph 16 hereof.

(e) In the event that any parcel of Property is owned by more than one party, each such owner shall be

deemed to be a member of Meadowood; provided, however, that such multiple ownership shall not alter the total vote attributable to each individual parcel of Property and, further, such vote shall not be divided among the owners thereof, but shall be cast as a unit by one of such owners or an agent of such owners designated by a written instrument signed by and legally binding upon all such multiple owners.

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. 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.

14. ANNUAL MAINTENANCE ASSESSMENT. The annual maintenance assessment to be levied against each parcel of Property shall be determined on the basis of the ad valorem real estate tax assessment values established each year by the Property Appraiser of Sarasota County, Florida, and calculated in the following manner:

(a) Prior to the end of each calendar year, Meadowood shall ascertain the assessed value of each individual parcel of Property subject to the annual maintenance assessment hereunder by reference to the said tax assessment roll as certified by the Property Appraiser for that year (without deduction for any exemption).

(b) Meadowood shall then total the individual assessed values determined in the manner set forth in Paragraph (a) so as to establish the total assessed value of all of the real estate and improvements comprising the Property subject to the annual maintenance assessment as defined in Paragraph 2 hereof.

(c) The assessed value of each individual parcel of Property shall then be divided by the said total assessed value determined in Subparagraph (b), above, to determine the percentage of the gross annual maintenance assessment applicable to each individual parcel of Property. The percentage of the gross annual maintenance assessment applicable to each individual parcel of Property shall be multiplied by the annual budget of Meadowood hereinafter referred to, in order to determine the annual maintenance assessment for each individual Property for the ensuing year.

(d) Each individual Property Owner shall be advised by writing, mailed to his address as the same is recorded in the records of Meadowood, on or before February 1 of each year, of:

(i) the assessed value of such Owner's individual Property;

(ii) the total assessed value of the entire assessable properties calculated in the manner above set forth;

(iii) the percentage applicable to such Owner's individual Property;

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(iv) Meadowood's annual budget;

(v) the dollar amount of the payment due and payable by such individual Owner for such year;

(vi) the amount due from or repayable to the individual Owner in respect of under or over expenditure from the previous year's budget.

(e) The determinations made under the foregoing procedure shall, in the absence of manifest error in calculations, be binding in respect to each parcel of land 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 the assessment made by the Property Appraiser, 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) Except as hereinafter provided, the annual maintenance assessment, including funds for special improvement 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 3/5 of the members of the Board of Directors of Meadowood.

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15. PURPOSES OF ASSESSMENT AND BUDGET. Prior to January 31, 1977, and in the month of January each year thereafter, Meadowood shall establish a budget 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 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:

(a) To make payment of any and all ad valorem taxes assessed against the private roads and all other common areas of The Meadows, title to which is vested in Meadowood, and against any and all personal property which may hereafter be acquired by Meadowood.

(b) To make payment of any other taxes assessed against or payable by Meadowood.

(c) To pay all expenses required for the operation, management, repair, maintenance and improvement of roads and other common areas in The Meadows, including without limitation, expenditures for lakes, canals, lighting, landscaping, horticultural improvements, irrigation, drainage, and aquatic plant control.

(d) To pay any and all utility charges incurred in connection with the operation of said common areas, including street lighting expense.

(e) To pay for casualty, liability, and any other form of insurance determined by Meadowood to be necessary or desirable and in such amounts as may be deemed appropriate.

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(f) To provide private police protection, night watchmen, guard and gate services, including cost of construction, repair and maintenance of entrance gates and gatehouses, but only when and to the extent specifically authorized by Meadowood.

(g) To provide for engineering and accounting services, legal services, and such other professional and employee services as may be deemed appropriate by Meadowood.

(h) To provide a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements.

(i) To pay operating expenses of Meadowood including reimbursement of actual expenses incurred by officers and directors thereof, if authorized by the Board of Directors.

(j) To repay any funds borrowed by Meadowood for any of its lawful purposes, including interest thereon.

(k) To make such other specific expenditures deemed necessary or desirable by Meadowood's Board of Directors for the purpose of accomplishing the intent, purposes and objectives set forth in this document and the Resolution and Development Order recorded in O.R. Book 1063, Page 1070, Public Records of Sarasota County, Florida, as the same may be amended and implemented from time to time.

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) Payment of Assessment and Delinquency Charge. The aforesaid annual maintenance assessment shall be paid by each owner on or before March 1 of each year at the offices of Meadowood in Sarasota, Florida, or such other place as may be designated by Meadowood. Such assessment shall become delinquent if not paid by March 1 of the calendar year in which assessed. However, the Board of Directors of Meadowood may permit semiannual or quarter-annual installment payments, in which event the Board shall also establish firm 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. Such assessment shall further bear interest from the date of delinquency until paid at a rate of ten percent (10%) per annum, unless subsequently changed 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).

(b) Collection Agent. Meadowood shall have the right to make arrangements for collection 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.

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

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of such assessment the aforementioned delinquency charge and all costs incurred by Meadowood, including reasonable attorneys' fees, in preparation for and in bringing such action.

(d) 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.

17. LIEN OF ANNUAL MAINTENANCE ASSESSMENT. In order to provide an alternate means for the enforcement of collection of said annual maintenance assessment, a lien is hereby created against property subject to assessment in The Meadows as follows:

(a) Creation of Lien. Developer, as the present owner of all lands located in The Meadows, does hereby declare all lands hereinabove defined in Paragraph 2, together with all improvements subsequently added thereto, to be subject to a lien for the aforesaid annual maintenance assessment. Each purchaser and future owner of any individual parcel of Property subject to such annual maintenance assessment, by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to have covenanted and agreed to pay said annual maintenance assessment to Meadowood. So, also, any future owner of any individual parcel of Property subject to such annual maintenance assessment acquiring title by devise, intestate succession, mortgage or lien foreclosure, judicial sale, or by any other means, shall be deemed to have covenanted and agreed to pay such annual maintenance assessment to Meadowood. Said annual maintenance assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall become a charge on the land as of the time referred to in Paragraph (b), below, and shall thereafter be a continuing lien upon the property and all improvements thereon against which such assessment is made until duly satisfied and released.

(b) Effective Date of Lien. In the event the aforesaid maintenance assessment is not paid within thirty (30) days after the delinquency date, Association 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.

(c) Priority of Lien. It is the intent of the Developer that the aforementioned lien for the annual maintenance assessment levied against each individual parcel 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 (d), below.

(d) Subordination of Lien to Mortgages. The aforesaid assessment lien 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

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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. No sale or transfer shall relieve any property from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment.

(e) Enforcement of Lien. The aforesaid maintenance assessment lien 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 of such Property the aforesaid delinquency charge and all costs, including reasonable attorney's fees, incurred in preparation for and in bringing such proceedings, and all such costs, interest and fees shall be secured by said lien.

18. CREATION OF RESERVES. Meadowood may, in its discretion, hold the collected maintenance funds either invested or uninvested and may set aside in reserve such portion of the annual maintenance assessment as it may determine to be appropriate or desirable for expenditure in the years following the year for which the annual maintenance assessment was assessed.

19. NOTICES TO OWNERS. Any notice required to be sent to any owner under the provisions of these Covenants shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Owner on the records of Meadowood at the time of such mailing.

20. CONSTRUCTION APPROVAL. During the course of development of The Meadows, Developer may, from time to time, delegate the responsibility for construction, architectural and other approvals of residential improvements to be made in The Meadows to the respective Neighborhood or Condominium Associations of the various sections or subdivisions of The Meadows, including the right to approve any additions, changes or alterations therein, which right of approval shall be set forth in the property restrictions applicable to each section or neighborhood area. In the event, however, that any such Neighborhood or Condominium Association should fail or refuse to properly exercise such right and responsibility, as may be determined by Meadowood, in its sole discretion, then and in such event the Board of Directors of Meadowood shall have such right of approval or disapproval as to all matters or questions which such Neighborhood or Condominium Association fails to properly exercise or declines to undertake. In the further event that there is no Neighborhood or Condominium Association in existence to whom such right and responsibility may be assigned by Developer, then Developer may assign such right and responsibility to Meadowood.

21. AMENDMENT. Developer reserves the right to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein set forth. Developer further reserves the right to modify or amend these covenants and restrictions for the purpose of curing any ambiguity in or correcting any inconsistency between the provisions contained herein.

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22. SUPPLEMENTS. Developer further reserves the right to adopt supplemental covenants and restrictions with respect to The Meadows or any portion thereof, so long as such supplemental covenants and restrictions do not conflict with the terms and provisions herein set forth.

23. TRANSFER OF TITLE TO MEADOWOOD. From time to time hereafter, Developer may transfer portions of The Commons to Meadowood by deed recorded in the Public Records of Sarasota County, which transfer of title may be subject to such easements, reservations, restrictions and limitations upon usage of said property as Developer deems appropriate. Meadowood shall be obligated to accept title to each such parcel of property as delivered by Developer and, thereafter, to maintain said property for the use and benefit of owners of property in The Meadows, to use and permit the use of the same as prescribed by Developer, and to pay all taxes which may thereafter become due and owing thereon.

24. ASSIGNMENT OF RIGHTS AND DUTIES TO ASSOCIATION. Developer reserves the right to assign and delegate to Meadowood any and all of its rights, title, interest, duties and obligations created by this instrument or the Resolution and Development Order hereinabove recited, and Meadowood agrees to accept such assigned or delegated rights, title, interest, duties and obligations, it being understood that Meadowood has been formed as a master property owners' association comprised of all owners of Property located in The Meadows for the purpose of enforcing these covenants and restrictions; operating, maintaining and improving the common areas of The Meadows; carrying out other obligations and duties required of it as a property owners' association whether under the terms and provisions of the Resolution and Development Order issued by the County Commissioners of the County of Sarasota under date of November 13, 1974, recorded in Official Records Book 1063, page 1070, Public Records of Sarasota County, Florida, or any amendments or implementations thereof, or any other obligations or duties necessary or desirable in order to effectuate proper development, operation and management of the community known as The Meadows.

25. WITHDRAWAL OF PROPERTY. Developer reserves the right, at any time and from time to time, to withdraw from the scheme of this Declaration any property or properties owned by it described in Paragraph 1, above, provided that the property to be withdrawn shall not completely sever the lands remaining subject to this Declaration, it being the scheme of this Declaration that no parcel of land subject hereto shall ever be non-contiguous to at least one other parcel of land subject hereto (parcels of land separated only by a public or private road, street, or right of way being considered as contiguous), and the withdrawal of such property shall not materially increase the annual assessment against property in the Meadows remaining subject to this Declaration.

26. COVENANTS TO RUN WITH THE TITLE TO THE LAND. These covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the property subject to this Declaration and shall remain in full force and effect until terminated according to the Laws of the State of Florida.

27. TERM. These covenants shall be binding upon all

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owners of property in the Meadows and shall continue in full force and effect for a period of fifty (50) years after the date hereof, after which time they shall be deemed to be automatically extended for successive periods of ten (10) years each unless a written instrument signed by the owners and members of the Association holding two thirds (2/3) of the total votes of the Association agreeing to terminate said covenants in whole or in part has been recorded in the Public Records of Sarasota County, Florida.

28. INVALIDATION. The invalidation of any provision or provisions of these covenants and restrictions by lawful court order shall not affect or modify any of the other provisions of these covenants and restrictions which shall remain in full force and effect.

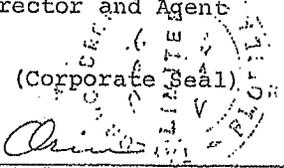
IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name and its corporate seal to be hereunto affixed by its undersigned duly authorized officers this 19th day of March, 1976.

TAYLOR WOODROW HOMES LIMITED

By: David Nash
As its Director and Agent

No. in Seal Register
19

Attest: Ruth Orin
As Its Assistant Secretary



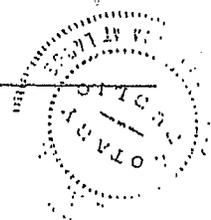
STATE OF FLORIDA
COUNTY OF SARASOTA:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared DAVID NASH, a Director and duly authorized agent of TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom, and RUTH ORIN, as Assistant Secretary of said corporation, and they acknowledged before me that they executed the foregoing Declaration of Maintenance Covenants and Restrictions on The Commons for The Meadows in the name of and on behalf of said corporation, affixing the corporate seal of said corporation thereto; that as such corporate officers they have been duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation.

Witness my hand and official seal in the County and State aforesaid this 19th day of March, 1976.

My commission expires: 1-11-77

[Signature]
Notary Public
Notary Public, State of Florida at Large
My Commission Expires 11, 1979
Bonded by Statewide Fidelity & Marine Insurance Co.



Prepared by: George A. Dietz
Williams, Parker, Harrison, Dietz & Getzen
1550 Ringling Boulevard, P. O. Box 3258
Sarasota, Florida 33578

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1313 acres more or less lying northeasterly of the City of Sarasota, more particularly described as follows:

The S 1/4 of the NE 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section 2, Township 36S, Range 18E;

The E 1/2 and the SW 1/4 and the E 1/4 of the NW 1/4 of Section 11, Township 36S, Range 18E;

The W 1/2 of Section 12, Township 36S, Range 18E;

The N 1/2 of the NE 1/4; the SW 1/4 of the NE 1/4, less the southerly 25' thereof; the W 1/2 of the SE 1/4 of the NE 1/4, less the southerly 25' thereof; the SE 1/4 of the SE 1/4 of the NE 1/4, less the south 25' thereof; the N 3/4 of the NW 1/4; and the SE 1/4 of the SE 1/4 of the NW 1/4, less the south 25' thereof and less the drainage canal ROW, in Section 14, Township 36S, Range 18E; less, however, a tract of land in the Northeast 1/4 of Section 14, Township 36 South, Range 18 East, more particularly described as follows:

Commence at a railroad spike found at the Southeast corner of the Northeast 1/4 of the aforementioned Section 14; thence N-00°-02'-03"-E along the East line of said Section 14 a distance of 25.01 feet to the North right-of-way line of 17th Street for a Point of Beginning; thence continue N-00°-02'-03"-E along said East line a distance of 623.02 feet; thence the following three calls along the South, West and North lines of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 14: N-87°-50'-44"-W a distance of 673.96 feet, N-00°-17'-24"-E a distance of 650.30 feet, S-87°-38'-37"-E a distance of 671.15 feet to the aforementioned East line of Section 14; thence N-00°-02'-03"-E along said East line a distance of 148.94 feet; thence N-89°-57'-57"-W a distance of 535.00 feet to the P.C. of a curve to the left having a central angle of 23°-07'-06" and a radius of 1530.00 feet; thence Southwesterly along the arc of said curve a distance of 617.34 feet; thence S-00°-02'-03"-W a distance of 1259.06 feet to the North right-of-way line of 17th Street; thence S-88°-02'-45"-E along said right-of-way line parallel with and 25 feet Northerly of the South line of the Northeast 1/4 of said Section 14, a distance of 1136.36 feet to the Point of Beginning.

The NW 1/4 of the SE 1/4, less the northerly 25' thereof, and the N 1/2 of the SW 1/4 of the SE 1/4 of Section 14, Township 36S, Range 18E.

The E 1/2 of the SW 1/4 of the NE 1/4, less County road ROW (per Deed recorded in Deed Book 265, Page 373) and less a strip of land 50' wide by 658' long along the north line of said property (per Deed recorded in Official Record Book 609, Page 122); also, the SE 1/4 of the NE 1/4, less a strip of land 50' wide by 100' long along the north line thereof which commences at the northwest corner of said SE 1/4 of the NE 1/4 (per Deed recorded in Official Record Book 609, Page 122); also the SE 1/4 of the NE 1/4 of the NE 1/4, less the north 360' thereof, all of the foregoing lying in Section 15, Township 36S, Range 18E;

Containing 1313.29 acres.

RECORDER'S MEMO; Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

Also those parts of all road rights-of-way lying between such road centerlines and the above described boundaries.