

# **THE LANDINGS HOMEOWNERS ASSOCIATION, INC.**

## **RULES & REGULATIONS**

It is the responsibility of The Landings Homeowners Association, Inc. (the "Association") to maintain and improve the appearance and safety of our community, as spelled out in our rules and in the Declaration of Restrictions. Your familiarity with and observance of the restrictions and rules below will help in providing the kind of pleasant and beautiful neighborhood that attracted all of us to the Landings. In addition, each resident is required to comply with the Rules and Regulations of The Landings Management Association (the "LMA").

Every new owner automatically becomes a member of the Association and is obligated to pay membership assessments. Notice of the annual maintenance assessment is sent to each owner as listed in the records of the Association by December 1 of the prior year and becomes delinquent if not paid by January 15th of the year. Failure to receive these notices does not excuse late payment. If a notice is not received, it is up to the owner to contact the Association to ascertain the amount payable. Delinquent payments are subject to late charges, interest and, after January 31, legal or collection fees and charges.

It is the buyer's responsibility to see that the Association receives notification of closing as soon as title passes. Until it is received, the seller's name and address remains on the Association's records as the owner, and any assessment notice or other communication from the Association may never reach the buyer.

The following is a "plain English" version of the Declaration of Restrictions for Lots in The Landings – Unit One, which governs members of the Association. The original document and amendments are available on the web site of *The Landings Eagle* or from the Secretary of State of Florida.

### **RESTRICTIONS ON USE**

Homes may be used for single-family residential living units and for no other purpose.

### **EXTERIOR CONSTRUCTION AND MAINTENANCE**

Installation of fences, hedges, walls and external additions to a residence require prior approval by the Association. Any structural improvement, or exterior repainting or re-roofing of the house in a different material, style or color, must have an architectural review and approval by the Board.

Owners shall maintain their residences and all other improvements, including, without limitation, walls, fences, screen enclosures, driveways and accessory structures, in good appearance and safe condition, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any building shall be made promptly.

In the event any owner shall fail or refuse to maintain his residence, lot, or other improvements situated on said lot in full compliance with these restrictions, the Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by the Association or its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance shall be chargeable to and paid by said owner to said association within thirty (30) days after submission of a bill therefore. If any such bill is not paid when due, a late charge of

## **LHA RULES & REGULATIONS (cont'd)**

ten percent (10%) shall be added to the bill and interest shall accrue thereon from the due date until paid at the maximum rate for individuals permitted by law.

### **SCREENING**

All garbage or trash containers must be located underground or placed within totally enclosed or screened areas. No portion of any lot shall be used as a drying or hanging area for laundry of any kind unless the area is shielded from public view by walls or fences. Such walls or fences must be attached to or adjoin the dwelling house and must not exceed six (6) feet in height. No window or wall air conditioning units shall be permitted on any lot without the written approval of the Association. Air compressors and fans located outside a building shall be similarly screened from view and buffered by walls or shrubbery so as to reduce the noise level resulting from operation thereof. Pool equipment and other such mechanical equipment shall be screened or fenced from view in a similar manner.

### **PLAY STRUCTURES**

All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling. No platform, dog house, playhouse or other structure of a similar kind or nature shall be constructed on any part of a lot located in front of the rear line of the residence.

### **MAILBOXES**

The Association is responsible for the installation and maintenance for all members' mailboxes. If a mailbox is damaged due to the negligence of owner, his guest or by someone whose identity can be established, the Association will perform the repair and invoice the responsible party for the repair's actual cost. Other maintenance (e.g., required due to a loose or leaning post) will be performed by the Association at no cost to the owner.

### **WALLS AND HEDGES**

The composition, location and height of any fence, hedge or wall to be constructed on any lot shall be subject to the approval of the Association. Walls may not exceed six feet in height.

### **LANDSCAPING**

No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any lot and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. The owners of the lots in the subdivision shall be responsible for the maintenance of all areas located between their respective lot lines and the pavement of the streets providing access to said lots. All owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times. Such maintenance shall include trimming trees or other foliage that may interfere with street lighting or that provides less than a twelve (12) foot clearance above the roadway.

No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved by the Association.

An underground sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all landscaped lots.

## **LHA RULES & REGULATIONS (cont'd)**

No tree, fence, shrub, or other landscaping which substantially obstructs the vision of drivers of motor vehicles shall be placed or permitted to remain on any corner lot.

### **TREES**

No tree, the trunk of which exceeds four (4) inches in diameter at four (4) feet above the natural grade, shall be cut down or otherwise destroyed without the prior consent of the Board of Directors. When granting the removal of a shade tree, the Board generally requires that the tree be replaced with a new shade tree. Sarasota County also has restrictions on the removal of certain trees.

### **VEHICLES**

No vehicle shall be parked in the subdivision except on a paved driveway or inside a garage. No trucks or vehicles which are used for commercial purposes, other than those present on business, nor any trailers, may be parked in the subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, vans, motorcycles and other recreational vehicles and any vehicle not in operable condition shall be permitted to be parked in the subdivision only while loading or unloading or while parked inside a garage and concealed from public view. Only non-commercial passenger cars and passenger vans with seats behind the driver and windows on the sides and rear may be parked outside overnight.

Boats, trailers and other motor vehicles of other descriptions may be parked overnight only in a closed garage. Overnight parking of boats, trailers, or any other motor vehicle on the roads is not permitted. In a temporary emergency situation, if a prohibited vehicle will not fit in the resident's garage, it may remain outside overnight if it is parked in a designated parking area and the Main Gate is advised of the circumstances. These exceptions must be approved by an LMA Director.

No maintenance or repair of any boat or vehicle shall be permitted upon any lot except within an enclosed garage.

Please refer to the LMA's Rules and Regulations (available in The Landings Residents Handbook and online from *The Landings Eagle*) for obtaining resident vehicle access to The Landings.

### **SIGNS**

No signs of any kind other than those approved by the Association shall be displayed to public view, except that owners may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home. Signs demonstrating that the residence is protected by a security service are permitted by Florida statute.

### **PETS**

Pets are required to be on leash or within in an enclosed area (which may be an electric fence provided a sign approved by the Association is prominently displayed). If a pet repeatedly leaves an area enclosed with an electric fence, the pet must be leashed at all times when outside the home. Owners must clean up any feces.

No horses, cattle, swine, goats, poultry, or other animal or fowl not customarily regarded as a household pet shall be kept on any lot.

## **LHA RULES & REGULATIONS (cont'd)**

### **CHILDREN'S TOYS.**

Owners with young children must not allow toys, games, or bicycles to litter or remain unattended on the front lawns, driveways, streets, or other common area.

### **BOARDING UP RESIDENCES**

Dwellings may be boarded up only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm or in excess of ten (10) days, whichever is shorter. The Board will permit the installation during of hurricane season of clear window and door protection that is not visible from the street(s) adjacent to the property. All hurricane protection must be removed outside of hurricane season.

### **ASSESSMENTS**

The Association assesses a maintenance fee for each calendar year. This fee payable on or before January 1, 2007 and is subject to a late fee for failure to do so. It is the responsibility of each member of the Association to provide current address information for billing purposes; however, failure to do so does not excuse the member from payment of any assessment when due.

The Association reserves the right to issue special assessments if so required. Any fee or special assessment not paid on or before the date due is subject to a late charge plus interest charges at the maximum legal rate.

Amounts remaining unpaid after thirty (30) days are subject to additional legal and/or collection fees and recovery of other costs and continued failure to pay may result in a lien against the property.

### **NUISANCE COMPLAINTS**

The Association favors an amicable resolution of any complaint of an annoyance or nuisance under Article V, section 6 of the Declaration of Restrictions. When such complaint is originated by the Board of Directors, the Chairman of the Covenants Enforcement Committee or other appropriate person will be designated to make personal contact with the responsible person or persons and try to obtain a voluntary agreement of compliance. If a complaint is brought to the Board, a similarly designated person will endeavor to reconcile and resolve the complaint by direct contact with the parties involved. A complaint will be deemed resolved when the terms have been reduced to writing, signed by all parties and filed with the Board of Directors.

In cases where homeowners refuse to comply with the deed restrictions, the Association, after a proper hearing, can impose fines up to \$100.00 per day for each violation to a maximum of \$2,500.00.

### **ENFORCEMENT**

If a homeowner fails to comply with these requirements, the Association is empowered to take remedial action and to lien the property for the costs of such remediation. The owner and property may become liable also for late charges, interest, attorney fees and costs of suit.

## **LHA RULES & REGULATIONS (cont'd)**

### **LANDINGS RACQUET CLUB (Applicable only if the seller is a member)**

Membership in the Club will pass automatically to the buyer of a condominium unit or single home. However, if at the time of transfer of ownership of a class C members' property, the successor owner relinquishes the right of membership by a release accepted by the LRC Board of Directors, and the member concurrently notifies the Board of Directors of another unit or lot in the Landings North owned by the member, the member may retain the membership of such other unit or lot. Buyers should contact the Pro Shop to request the Club's form for recording their membership and obtaining a membership number. Any questions pertaining to this subject should be addressed to the Landings Racquet Club Manager. Renters of a condominium unit or a single home should also contact the Pro Shop, if the owner is a member of the Club, and provide information necessary to allow the renter's use of the membership for the term of the lease.