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

Bylaws, Articles of Incorporation and Rules and regulations are not included in this package, but will eventually be available on this Internet Site.

Also not included are amendments One through Twenty-eight (the only known amendments at this time) to the original DECLARATION. They each appear to deal with the addition of developments within The Landings such as "The Carriages Houses, Landings South, etc."

They are not included because of their bulk, similarity of purpose to one another, and the appearance they are not of general interest to Landings residents. They are, of course available from the Sarasota County Clerk and possibly Landings management.

In the belief that all materials governing one's life should be as conveniently and inexpensively accessible as possible, it is posted here as a service by the *Landings Eagle*, The Landings monthly newspaper. This posting is NOT represented as a definitive or carefully checked for completeness and accuracy of compilation.

It is made available as a result of *The Eagle* finding it inconvenient to obtain a copy for casual reference, and unobtainable without double digit expenditure.

As viewed here it should be considered a reasonable facsimile of document filed in the Sarasota County Clerk's office, but should not, necessarily be construed as a totally complete, accurate and fully legible legal document.

We apologize for the difficulty in reading some of the material, but hope the service in providing it is beneficial.

Irwin Starr  
April 2002

DECLARATION OF MAINTENANCE COVENANTS  
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THE LANDINGS DEVELOPMENT COMPANY, a Florida corporation, hereinafter referred to as "Developer," joined by C & M ASSOCIATES, a Florida general partnership, does hereby declare these covenants and restrictions relative to The Commons to be applicable henceforth to that certain development known as "The Landings."

W I T N E S S E T H :

WHEREAS, Developer and C & M Associates own in fee simple a large tract of land located in Sarasota County, Florida, commonly known and referred to as "The Landings," which is more particularly described below; and

WHEREAS, Developer intends to improve, develop and subdivide said tract of land and thereafter to grant, sell and convey subdivided portions of said property for residential (either permanent or transient), recreational and commercial uses and purposes as part of a community to be known as "The Landings"; and

WHEREAS, C & M Associates intends to facilitate said development of "The Landings" by conveying to Developer from time to time portions of the lands within "The Landings" owned by C & M Associates; and

WHEREAS, in accordance with good development practices, Developer and C & M Associates desires to place certain covenants and restrictions upon said lands and to set aside certain portions of said lands for the common use of all owners and lessees of property in The Landings 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 submit to condominium ownership or subdivide various portions of said lands and thereafter deed such portions in accordance with their respective declarations of condominium or subdivision plats together with nonexclusive rights of ingress and egress over the private roads in The Landings; and

WHEREAS, Developer has caused to be incorporated under the Laws of the State of Florida as a corporation not for profit "The Landings Management Association, Inc.," hereinafter referred to as "Association," which corporation has been chartered for the purposes set forth in its Articles of Incorporation and Bylaws, including, without limitation, 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 in The Landings;

NOW, THEREFORE, in consideration of the premises, Developer, joined by C & M Associates, 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:

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1. PROPERTY SUBJECT TO THIS DECLARATION. The lands of Developer and C & M Associates which hereinafter shall be subject to and governed by these covenants and restrictions are located in Sarasota County, Florida, and are described in Exhibit "A" attached hereto. Said lands shall henceforth be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations, assessments, 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 other transfer of property in The Landings shall not excuse the grantee or transferee from full compliance herewith, nor may any owner of property in The Landings waive or otherwise avoid liability for the assessments hereinafter provided for by the asserted non-use of The Commons.

2. DEFINITIONS. Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall have the following meanings:

- (a) "Developer" shall mean The Landings Development Company, its successors or assigns.
- (b) "Parcel Developer" shall mean any land developer, other than Developer, who may subsequently develop any part of the land in The Landings.
- (c) "The Landings" shall mean all of the property described in Exhibit "A" attached hereto, together with any property subsequently added under the provisions of Paragraph 5 below.
- (d) "Property" shall mean any platted subdivision lot or tract or other unplatted parcel of land and the improvements located thereon, and shall include any condominium unit, and all appurtenances thereunto appertaining, located within "The Landings" as hereinabove defined.
- (e) "Assessable Property" shall mean such portion of the property described in Exhibit "A" attached hereto as is subject to assessment by the terms of Paragraph 3 below.
- (f) "Owner" shall mean the record owner, whether one or more persons or legal entities, of the fee simple title to any "property" as hereinabove defined.
- (g) "Covenants" shall mean this "Declaration of Maintenance Covenants and Restrictions on The Commons for The Landings."
- (h) "The Commons" or "Common Areas" shall mean all real property (or interest therein) located in The Landings which may hereafter be specifically set aside by Developer for the common use and enjoyment of all owners in The Landings as members of Association.
- (i) "Neighborhood Common Areas" shall mean any and all real property (or interest therein) located within The Landings which may hereafter be specifically set aside for the common use and enjoyment only of owners of property in a particular subdivision or condominium or limited groups of subdivisions or condominiums within The Landings.
- (j) "Association" shall mean The Landings Management Association, Inc., a Florida corporation not for profit, which corporation has been formed for the primary purpose of

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owning, improving, maintaining and managing the common areas of The Landings. Copies of the Articles of Incorporation and Bylaws of said corporation are attached hereto as Exhibits "D" and "E."

(k) "Public Roads" shall mean those roads or streets within The Landings that may hereafter be dedicated to the County of Sarasota and maintained at public expense.

(l) "Private Roads" shall mean those roads which are common to The Landings as a whole and which are available for the common use and enjoyment of all owners of property in The Landings, which roads are to be maintained by Association upon conveyance of same to Association.

(m) "Limited Private Roads" shall mean those roads which are common only to a certain limited area of The Landings (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 such owners.

(n) "Controlling Class C Members" shall mean such of the owners of the property described in Exhibit "C," or portions thereof, as are responsible for the payment of more than one-half of the total annual maintenance assessment levied against all of the property described in Exhibit "C."

3. LANDS SUBJECT TO ASSESSMENT. All of the lands hereinabove described in Paragraph 1 are hereby declared to be subject to the lien of all assessments levied by Association in accordance with the provisions of Paragraph 22 below with the exception of the following lands:

(a) Lots 61 through 69, inclusive, The Landings - Unit One, as per plat thereof recorded in Plat Book 27, pages 12 through 12F, inclusive, Public Records of Sarasota County, Florida.

(b) Any and all lands which may be dedicated or conveyed by Developer or C & M Associates to any governmental body, as reflected on any plats of portions of The Landings or in any other recorded document.

(c) The Commons as defined in Paragraphs 7 and 6.

(d) 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 Landings and added to The Commons.

The exact location, description, definition and usage of the areas described in Paragraph 3(b), (c), and (d) above will subsequently be shown on condominium or subdivision plats of portions of The Landings or in deeds of said tracts of land as the same are recorded from time to time.

4. REQUIRED MEMBERSHIP IN ASSOCIATION. All owners of property subject to assessment by the terms of Paragraph 1 above shall be required to become members of Association and to maintain such membership in good standing. Membership shall be automatically acquired upon acquisition of the fee simple title to any such property in The Landings (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

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property. The purposes, objectives and powers of Association are set forth in detail in its Articles of Incorporation and Bylaws.

5. ADDITION OF LANDS TO BE SUBJECT TO COVENANTS AND ASSESSMENT. From time to time hereafter, Developer shall have the right, in its sole discretion, to add additional lands to those hereinabove described by instrument recorded in the Public Records of Sarasota County, Florida, subject only to the consent shown thereon of Developer, Association, and the owner of the fee simple record title of the land to be added; provided, however, that such additional lands shall be contiguous to some portion of the lands described in Exhibit "A." (Lands separated only by a street or road shall be deemed to be contiguous.) C & M Associates presently owns a tract of land approximately 62 acres in size lying between the southern boundary of the property described in Exhibit "A" and Phillippi Creek. It is contemplated that this tract will be added to the land subject to this Declaration and will be developed as part of The Landings. In the event this or any other tract of land is added to the lands described in Exhibit "A," all of the provisions hereof shall apply to such tract to the same extent as they apply to the lands described in Exhibit "A."

6. THE COMMONS. The Commons shall be deemed to include all real property (or interest therein) located in The Landings which may hereafter be specifically set aside or deeded to Association by Developer for the common use and enjoyment of all owners in The Landings as members of Association. Solely by way of illustration and not by way of limitation, The Commons shall include: all private roads; the waters of all lakes, ponds, and canals which function as part of the drainage system for The Landings; and all easements for the drainage system as may exist by virtue of this Declaration or other recorded instrument or plat; and may, at the discretion of the Developer, include: pedestrian sidewalks and walkways; bicycle paths; street and pathway lighting; parks and common open space; and any other utility or amenity areas or easements set aside for the benefit of all owners.

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 Area") shall not be deemed to be a part of The Commons.

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. Except for those portions of The Commons for which the responsibility of maintenance has been or hereafter is imposed on any or all of the owners or on a neighborhood or condominium association of such owners by virtue of this Declaration or other recorded instrument, Association shall assume the expense of maintaining each respective portion of The Commons at the time such portion is transferred to Association. 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) Upon the submission to condominium or filing of a plat of any portion of lands within The Landings, a

nonexclusive and perpetual right of ingress and egress over and across all private roads (and across all sidewalks, walkways and paths within or adjacent thereto) located within such portion of The Landings shall be deemed to have been granted to all owners (and their grantees) of property subject to these covenants and their respective guests, invitees, tenants, and domestic help; representatives of utilities and delivery, pickup and sanitation services; United States mail carriers; representatives of fire departments, police departments, and other necessary municipal, county, special district, state and federal agencies; and holders of liens on any property subject to these covenants. 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 of Sarasota County.

(b) Developer hereby authorizes use of all private roads by and delegates the nonexclusive 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 on said roads, including the right to control vehicular access to said roads, 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 to control and prohibit parking on all or any part of said 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, unreasonably 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 provisions of Paragraph 7(b) shall thereafter be of no force and effect as to the property so acquired.

(d) Developer shall have the sole right to control the water level and maintenance of all lakes, ponds, canals, drainage control devices, and, all other areas and apparatus comprising the drainage system for The Landings.

(e) Developer reserves the right at any time and from time to time to transfer title to portions of The Commons to Association as provided in Paragraph 26 below.

(f) Developer shall have the right in its sole discretion to permit the use of any portion or portions of The Commons by the general public or by such persons as Developer may designate.

(g) Subject to such rules and regulations as may be promulgated by Developer during the time it retains ownership of The Commons, such common 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 other such uses as may be permitted on bicycle paths; picnicking in designated areas; exercising of pets; and such other activities as Developer deems appropriate. Upon conveyance of title to said common areas to Association,

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Developer may impose restrictions on the usage thereof. Subsequent to such conveyance, Association 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. Association shall also have the right to use suitable portions of The Commons, if any, for the presentation of performances, exhibitions and the like of general interest to the residents of The Landings and others and to charge admission therefor.

(h) No person shall, without the written approval of Developer, do any of the following on any part of The Commons: operate motorcycles for any purpose other than as a means of transportation on the private roads; swim in any area other than in approved pools; permit the running of animals; light any fires except in designated picnic areas; fell any trees or injure any landscaping; interfere with any drainage, utility, or access easements; build any structures other than recreational and other common facilities constructed or approved by Developer; discharge any liquid or material, other than natural drainage, into any lake or pond; alter or obstruct any lakes, ponds, or watercourses; or interfere with any water control structures or apparatus.

(i) Association shall have the right to borrow money for the purpose of improving The Commons, and in order to secure any such loan shall have the further right to mortgage that portion of The Commons being improved.

8. OWNERSHIP, USE AND MAINTENANCE OF LIMITED PRIVATE ROADS. Ownership of any limited private road shall remain in the owner and developer of the specific parcel of land containing such road (Developer or Parcel Developer) unless and until Developer or Parcel Developer shall transfer title thereto to the individual owners of portions thereof or to the condominium or neighborhood property owners' association within whose jurisdiction said road is located. Said roads shall be maintained from the outset by the appropriate condominium or neighborhood property owners' association, notwithstanding the rights herein retained by Developer or Parcel Developer.

Upon the recording of a subdivision or condominium plat identifying and locating a limited private road, a nonexclusive and perpetual right of ingress and egress over and across such road and any adjoining sidewalks and walkways shall be deemed to have been granted to all owners (and their grantees) of the property so platted and to their respective guests, invitees, tenants, and domestic help; to representatives of 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 other necessary municipal, county, special district state and federal agencies; to holders of liens on any of the property so platted; and to such other persons or groups of persons as Developer from time to time may designate. Notwithstanding the preceding provisions of this paragraph, Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of Developer, may create or participate in any disturbance or nuisance on such road 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 to record, from time to time hereafter, building and use restrictions for any area of The Landings, including The Commons, and to amend the same from time to time during Developer's ownership of such areas. Such restrictions may reserve unto Developer the right of architectural approval and control over any and all improvements to be constructed in The Landings; the right to determine the nature, type and location of utility installations and the method and degree of maintenance of the drainage system; and, in general, the right to do and accomplish any and all things consistent with good development practices and reasonably calculated to promote the well-being of owners of property in The Landings.

10. RESERVATION OF EASEMENTS. Developer hereby reserves unto itself, its successors and assigns, a perpetual, alienable and releasable nonexclusive easement, right and privilege (a) on, over and under the right-of-way of any of said private roads, limited private roads, sidewalks and pathways in The Landings for ingress and egress and to erect, construct, maintain and use electric power and telephone poles, wires, cables, conduits, water mains, sewers, drainage lines, drainage ditches and swales, 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 the right of way of said roads and sidewalks; (b) on, over and under any property lying between any private or limited private road and any lake, pond, canal or ditch serving as part of The Landings' drainage system for pedestrian and vehicular ingress and egress to such lake, pond, canal or ditch and for the erection, construction, maintenance and use of drainage lines, pipes, ditches, swales, and other drainage devices, provided, however, that in the event Developer exercises its rights under this easement over any area of any property platted as a subdivision or condominium which has not been specifically reserved on such plat as an area subject to a drainage easement, Developer shall repair any damage to such area occasioned by Developer's actions and shall restore such area as nearly as practicable to its condition prior to Developer's actions; and (c) on, over and under all property lying within fifteen (15) feet of the top of the bank of all lakes and ponds serving as part of The Landings drainage system for access to and maintenance of all portions of such lakes and ponds and for installation and maintenance of drainage control devices and apparatus, provided, however, that if Developer should in the exercise of its rights under this easement damage any property subject to this easement, Developer shall repair such damage and restore such property as nearly as practicable to its condition prior to Developer's actions.

11. DEDICATION TO PUBLIC. Until such time as title is conveyed to Association, Developer shall have the sole and absolute right at any time, without necessity of approval by Association, but with the approval of the Board of Commissioners of Sarasota County, to dedicate to the public all or any part of said private roads in The Landings as well as any other portion of The Commons deemed appropriate by Developer.



12. MEMBERSHIP PARTICIPATION AND VOTING IN ASSOCIATION. Every owner of property subject to assessment by the terms of Paragraph 3 above shall be a member of Association and, except for the owners of the property described in Exhibit "C" (whose participation in Association affairs is limited and defined by the provisions of Paragraph 19 below), shall have a voice in the affairs thereof to the extent of one vote for each "assessment share" attributed to such owner's property as determined in the manner provided in Paragraph 15 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 association 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 to act for and vote in behalf of all of the unit owners of such condominium with respect to the affairs of Association, and the votes cast by such association's representative shall conclusively bind the individual unit owners within such condominium.

(b) As to all lands subject to these covenants which are not submitted to condominium ownership, Developer, Parcel Developer, or the individual owners of property within a specific subdivision may create neighborhood associations formed as nonprofit corporations or associations under the laws of the State of Florida. In such event, such corporations or 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 to act for and vote in behalf of all of the owners of property within its jurisdiction with respect to the affairs of Association, and the votes cast by the representative of such neighborhood nonprofit corporation or association shall conclusively bind the individual property owners within its jurisdiction.

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

(d) Membership and voting through representation as provided in subparagraphs (a) and (b) above shall not disqualify an Association member from serving as an officer or director of the Association, nor shall such representation in any way be deemed to affect the lien provisions contained in Paragraph 22 hereof.

(e) In the event any parcel of property is owned by more than one party, each such owner shall be deemed to be a member of Association; provided, however, that such multiple ownership shall not alter the total vote attributable to such individual parcel of property.

13. DUTIES OF ASSOCIATION. Association has been organized for the purpose of operating, maintaining, managing and improving the common areas of The Landings and for the purpose of enforcing 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, Association shall have the power and 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 by its Articles of Incorporation and Bylaws, as the same may be amended from time to time.

14. ANNUAL MAINTENANCE ASSESSMENT. An annual maintenance assessment shall be levied against each parcel of property subject to assessment by the terms of Paragraph 3 above. There are two basic classes of property in The Landings, the first being property zoned for residential purposes, and the second being property zoned for commercial and professional and business office uses. The property zoned for residential purposes is more particularly described in Exhibit "B" attached hereto. Assessments against the property described in Exhibit "B" or any portion thereof, shall be based on the "assessment share" of such property or portion thereof as determined in accordance with the provisions of Paragraph 15 below. The property zoned for commercial and professional and business office uses is described in Exhibit "C" attached hereto. Assessments against all property described in Exhibit "C" shall be made, in accordance with the provisions of Paragraph 15 below, for the purpose of defraying Association expenses for the maintenance of "Tract C" and "Tract D" of "The Landings - Unit One," as per the aforesaid plat thereof, and improvements thereon.

15. ASSESSMENT OF RESIDENTIAL PROPERTY. Except for that portion of Association expenses borne by owners of property described in Exhibit "C" pursuant to the terms of Paragraph 15 below, all expenses of Association shall be charged to and payable by assessments against all of the assessable property (as such term is defined in Paragraph 21e) above). The share of the total assessment levied against said assessable property allocable to each unit, lot or other parcel located within said assessable property shall be determined as follows:

(a) There shall be allocated to said assessable property a total of four hundred twenty-six (426) "assessment shares." Said total corresponds to the maximum number of residential dwelling units that may be constructed on said assessable property.

(b) From time to time hereafter, portions of said assessable property may be subdivided or submitted to condominium ownership by Developer or Parcel Developer.

(i) Upon the recording of a subdivision plat of any portion of said assessable property, there shall automatically be allocated to each lot in such subdivision one assessment share; provided, however, that no assessment share shall be allocated to any lot in such subdivision not located within said assessable property, and further provided that no assessment shares shall be allocated to any tract of land included in such subdivision plat that is not intended as a building lot for a single dwelling unit. An allocation of assessment shares to any such tract shall occur only upon the replatting of such tract or portion thereof as a subdivision or the submission of such tract or portion thereof to condominium ownership.

(ii) Upon the submission to condominium ownership of any portion of said assessable property, there

shall be allocated to each unit in such condominium one assessment share; provided, however, that in the case of any phase condominium an assessment share shall be allocated to any unit in any subsequent phase until such phase is added to the condominium by appropriate amendment of the declaration of condominium.

(c) All assessment shares not allocated to subdivision lots or condominium units shall be allocated to all unplatted portions of said assessable property. In no event, however, shall the total assessment shares allocated to subdivision lots, condominium units and unplatted parcels exceed the total number stated in Paragraph 15(a) above.

(d) In the event any subdivision lot or condominium unit is subdivided between two or more owners, the assessment share attributable to such lot or unit shall be prorated between such owners on the basis of square footage. The combination of any two or more subdivision lots or condominium units into a single lot or unit shall not vary the number of assessment shares allocated to such lots or units by the original subdivision plat or declaration of condominium.

(e) Developer reserves the right to apportion to any unplatted parcel or parcels located within said assessable property such number of the total assessment shares allocated to all such unplatted parcels as Developer, in its sole discretion, deems appropriate. Developer may, from time to time, execute instruments making any such apportionment, which instruments, upon recordation thereof in the Public Records of Sarasota County, shall be binding upon the parcels affected thereby. In the event any such instrument is recorded, the number of assessment shares apportioned to the parcel affected thereby shall thereafter be the maximum number of dwelling units that may be constructed on such parcel.

16. ASSESSMENT OF NON-RESIDENTIAL PROPERTY. The property described in Exhibit "C" may be developed for commercial or professional or business office uses. Part of the two private roads providing access from U. S. Highway 41 to the property described in Exhibit "B" also provides access to the property described in Exhibit "C," such part being designated as "Tract C" and "Tract D" on the aforesaid plat of "The Landings - Unit One." In recognition of such right of access and in contemplation of the future traffic that may utilize said "Tract C" and "Tract D" in order to gain access to the property described in Exhibit "C," fifty percent (50%) of the amount of all Association assessments, whether annual or special, for defraying the expense of operating, maintaining, repairing, improving and replacing (and creating reserves therefor) said "Tract C" and "Tract D," and all improvements thereon and landscaping and lighting thereof, shall be attributed to the property described in Exhibit "C" and paid by the owners thereof. As of the date of execution of this Declaration, C & M Associates is the owner of the property described in Exhibit "C." C & M Associates, its successors or assigns, shall have the right from time to time hereafter to apportion the responsibility for said payments to specific parcels located within the property described in Exhibit "C." Any such apportionment shall be made by instrument duly executed and recorded in the Public Records of Sarasota County, and the provisions thereof shall bind all owners, and all subsequent grantees, of the parcels affected thereby. The recording of any such instrument shall have the further effect of limiting the

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lien of any subsequent Association assessments on any parcel described in such instrument to the extent stated therein; provided, however, that no instrument shall have such effect to the extent it would result in the total contributions of all property described in Exhibit "C" being less than fifty percent (50%) of Association assessments applicable to said "Tract C" and "Tract D."

17. PURPOSES OF ASSESSMENT AND BUDGET. Prior to November 30 of each year, Association shall establish and adopt a budget for the next fiscal year and thereupon levy an assessment against the individual properties subject to the annual maintenance assessment. Each such budget shall provide separately for the expenses and assessments attributable to the maintenance of the aforesaid "Tract C" and "Tract D" so that the portion of such assessments allocable to the owners of property described in Exhibit "C" may be determined. The budget and assessments shall be in such amount as shall be deemed sufficient in the judgment of Association'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 Landings, title to which is vested in Association, and against any and all personal property which may hereafter be acquired by Association.
- (b) To make payment of any other taxes assessed against or payable by Association.
- (c) To pay all expenses required for the operation, management, repair, maintenance, improvement and replacement of roads and other common areas in The Landings, including without limitation, expenditures for lakes, ponds, 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 Association to be necessary or desirable and in such amounts as may be deemed appropriate.
- (f) To provide private police protection, night watchmen, guard and gate services, including payment of the cost of construction, repair and maintenance of entrance gates and gatehouses, but only when and to the extent authorized by Association.
- (g) To provide for engineering and accounting services, legal services, and such other professional and employee services as may be deemed appropriate by Association.
- (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 the operating expenses of Association, including compensation of officers and directors and/or reimbursement of actual expenses incurred by officers and directors, if authorized by the board of directors.

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

(k) To make such other expenditures as may be deemed necessary or desirable by Association's board of directors for the purpose of accomplishing the intent, purposes and objectives set forth in this Declaration.

18. OWNER'S SHARE OF ASSOCIATION ASSESSMENTS. All assessments, including annual maintenance assessments and special assessments, shall be charged to and apportioned among the owners of property subject to assessment in the following manner:

(a) All assessments levied against the property described in Exhibit "C" shall be payable by the owners thereof in accordance with the provisions of Paragraphs 16 and 19 hereof.

(b) All assessments levied against the assessable property shall be apportioned among the owners thereof such that the ratio of (i) the portion charged to and payable by each such owner, to (ii) the total assessments then payable by all such owners, shall be the same as the ratio of (i) all assessment shares allocated to the property of such owner, to (ii) the total assessment shares allocated to all the assessable property.

19. COLLECTION OF ANNUAL MAINTENANCE ASSESSMENT. Procedures for the collection of the annual maintenance assessment, including due dates, delinquency charges, and interest shall be as follows:

(a) Notice of Assessment. On or before November 20 of each year, Association shall notify each property owner by mail of the amount of such owner's annual maintenance assessment for the next fiscal year in accordance with the following provisions:

(i) With respect to all property owners who, pursuant to Association's Articles of Incorporation, are Class A members of Association, notice of the annual maintenance assessment need not be given to such owners individually but may, instead, be given to such owners' respective condominium or neighborhood associations. The notice to each such condominium or neighborhood association shall include a copy of Association's budget for the next fiscal year and shall specify the amount assessed against each lot or unit represented by such association and the total amount assessed against all lots or units represented by such association.

(ii) With respect to all property owners who, pursuant to Association's Articles of Incorporation, are Class B or Class C members, said notice shall be mailed to each such property owner individually at such owner's address as the same is recorded in the records of Association. Said notice shall include a copy of the budget for the next fiscal year and shall specify the amount assessed against the property of such owner.

(iii) In the event Association should fail to notify any property owner or association of the annual maintenance assessment on or before the time specified above, the levy and lien of said assessment shall not be invalidated or otherwise affected, but the time for payment of same by any owner or association to whom notice was given

late shall be extended by the number of days said notice is delinquent. Failure to receive any notice given by Association shall not excuse any owner from the payment of any assessment when due.

(b) Payment of Assessment. The annual maintenance assessment payable for each fiscal year shall be paid by each owner according to the following provisions:

(i) Class A Members. Each condominium and neighborhood association to whom notice of the annual maintenance assessment is given shall, in turn, notify each of its members by December 1 of the amount payable by such member for the next fiscal year. Said amount shall be paid by such member to his respective condominium or neighborhood association on or before January 1 of the fiscal year and shall become delinquent if not paid by January 1. On or before January 15 of each fiscal year, each condominium association and neighborhood association shall pay to Association all amounts collected from such association's members for the annual maintenance assessment. In the event the amount assessed to any member of such association has not been paid to such association by January 15 of the fiscal year, such association shall notify Association on said date of such fact. The collection of any such delinquent annual maintenance assessment shall be the responsibility of Association, and no condominium or neighborhood association shall have any obligation therefor, provided such association has given notice of the assessment to its members in accordance with the provisions hereof. It is not the intent hereof that any such condominium or neighborhood association should be liable for the payment of any assessment levied by Association, but rather that each such association shall act as a collection agent on behalf of Association. In the event any such association fails or refuses to fulfill its duties hereunder, Association may hold such association liable for the amount of any uncollected assessments or may itself perform the duties of such association or may seek specific performance by such association of said duties in any court of competent jurisdiction.

(ii) Class B Members. With respect to all property owners who are Class B members of Association, the annual maintenance assessment shall be paid by each such owner to Association on or before January 1 of the fiscal year and shall become delinquent if not paid on such date.

(iii) Class C Members. With respect to all property owners who are Class C members of Association, the annual maintenance assessment shall be paid by such owners to Association on or before January 1 of the fiscal year. Inasmuch as the Class C members have no right to vote for directors of Association, the Class C members shall have the right to contest the amount of any annual maintenance assessment payable by them. As to any annual maintenance assessment contested by the Class C members, the following provisions shall apply:

Proposed  
TRAC 2011

(1) The Class C members may contest any annual maintenance assessment on the basis that the assessment is either excessive or inadequate to accomplish the purposes for which the assessment is made. To contest an assessment, the controlling Class C members shall notify Association in writing within thirty (30) days after Association gives notice to the Class C members of the amount of the assessment. The notice to Association shall state that the amount of the

assessment is contested and shall further state the amount which the controlling Class C members deem should be the total annual maintenance assessment for the maintenance of the aforesaid "Tract C" and "Tract D."

(2) Notwithstanding any other provision hereof, the Class C members shall not have the right to contest the amount of any annual maintenance assessment unless the amount the controlling Class C members propose as an appropriate annual maintenance assessment is less than ninety percent (90%) or more than one hundred ten percent (110%) of the annual maintenance assessment levied by Association for the maintenance of said "Tract C" and "Tract D."

(3) Following receipt of any notice validly contesting the assessment against the Class C members, Association shall attempt to reach agreement with said Class C members to either affirm or modify the assessment amount levied by Association, and any such agreement shall be binding on all members of Association.

(4) If the controlling Class C members and Association do not reach agreement between themselves as to the amount of the annual maintenance assessment by February 1 of the fiscal year, their dispute as to such amount shall be submitted to and settled by arbitration. Arbitration shall be in accordance with the rules then obtaining of the American Arbitration Association and shall be conducted by three arbitrators. The arbitrators shall, in addition to deciding the amount of the assessment, determine how and when any additional sums required by their decision are to be collected from the members of the Association. The decision of a majority of such arbitrators shall be final, binding, and conclusive on all members of Association, and judgment, including judgment for specific performance, may be entered thereon in any court of competent jurisdiction. The cost of arbitration shall be borne by all Class C members if the arbitrators affirm the amount of the annual maintenance assessment levied by Association. Association shall pay the cost of arbitration if the arbitrators affirm the amount proposed by the controlling Class C members. In all other cases, the cost of arbitration shall be borne equally by the Class C members, on the one hand, and Association, on the other.

(5) The fact that the amount of any assessment payable by the Class C members is contested or submitted to arbitration shall not exempt the Class C members from paying such contested amount when due. If the amount of such assessment is subsequently reduced by arbitration or agreement, the difference shall be credited toward the amount payable by the Class C members for the next annual maintenance assessment, and the corresponding reduction in the assessment payable by the Class A and Class B members shall be credited to funds of Association held for purposes other than the maintenance of said "Tract C" and "Tract D."

20. SPECIAL ASSESSMENTS. Association may levy special assessments in the event the budget originally adopted for any fiscal year is insufficient to pay the costs and expenses of operation, maintenance, and management during such fiscal year; in the event of emergencies; or in the event Association reserves are insufficient to cover expenditures for capital improvements or replacements. Notices of any special assessment shall be given in the same manner as notices for the

annual maintenance assessment and shall be payable not less than sixty (60) days after giving notice thereof. Special assessments may be payable in installments if, and according to the schedule, approved by the board of directors of Association. All special assessments shall be payable by the various classes of members of Association in the same manner as is provided above for the payment of the annual maintenance assessment by such classes of members. Class C members shall have the same right to contest special assessments payable by them as they do to contest annual maintenance assessments, and the procedure and conditions applicable to any contested special assessment shall be the same as that pertaining to annual maintenance assessments; provided, however, that with respect to any such contested special assessment, (1) the controlling Class C members shall have thirty (30) days to contest the assessment after the date of Association's giving of notice thereof, and (2) if the controlling Class C members and Association have not reached agreement within thirty (30) days after the controlling Class C members' notice to contest the assessment, the dispute shall be submitted to arbitration.

21. SUPPLEMENTARY MATTERS REGARDING ASSESSMENTS. The following provisions shall apply to all assessments which Association is authorized to levy:

(a) Delinquency Charge and Interest. Any assessment not paid when due shall be subject to a delinquency charge equal to ten percent (10%) of such assessment and shall further bear interest from the date of delinquency until paid at the maximum legal rate for individuals in the State of Florida.

(b) Personal Obligation of Property Owner. Every assessment shall be the personal obligation of the owner of the individual parcel of property in The Landings against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid within thirty (30) days after the same is due, then Association may bring suit against the owner on his personal obligation and there shall be added to the amount of such assessment the aforementioned delinquency charge and interest and all costs incurred by Association, including reasonable attorney's fees (including those incurred for appellate proceedings), in preparation for and in bringing such action.

(c) Proof of Payment of Assessment. Upon the request of any owner or mortgagee, Association shall furnish a certificate in writing signed by an officer of Association showing the amount of unpaid assessments, if any, against any individual parcel of property in which such owner or mortgagee has an interest, 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.

22. LIEN OF ASSESSMENTS. In order to provide an additional means to enforce the collection of the annual maintenance assessment and any special assessment, Association shall have a lien against all property subject to assessment in The Landings, together with all improvements thereon, as follows:

(a) Creation of Lien. The lien of every assessment, together with interest and delinquency charges thereon and cost of collection thereof as herein provided, shall attach



and become a charge on the property, and all improvements thereon, against which such assessment is made upon the recording of this Declaration.

(b) Enforcement of Lien. In the event any assessment is not paid within thirty (30) days after the same is due, Association shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida. Said assessment lien may be enforced by Association 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 Association files a Claim of Lien against any property, it shall be entitled to recover from the owner of such property the aforesaid interest and delinquency charge and all costs, including reasonable attorney's fees (including attorney's fees for appellate proceedings), incurred in preparing, filing, and/or foreclosing the lien, and all such costs, delinquency charges, interest and fees shall be secured by said lien.

(c) Priority of Lien. It is the intent hereof that the aforesaid assessment lien against each individual parcel shall be subordinate and inferior only to the lien of taxes and special assessments levied by the County of Sarasota and to the lien of any bona fide mortgage hereafter placed upon such parcel prior to the recording of a Claim of Lien (with the sole exception of a purchase money mortgage given by a buyer to an Owner-Seller of such parcel); provided, however, that such subordination shall not apply to assessments which become due and payable after a sale or transfer of the parcel pursuant to a decree of foreclosure of such mortgage or any other proceeding or transfer in lieu of foreclosure of such mortgage.

23. CREATION OF RESERVES. Association may, in its discretion, hold its 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.

24. NOTICES TO OWNERS. Any notice required to be given to any owner, or such owner's representative, under the provisions of these covenants and restrictions shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as the owner, or such owner's representative, on the records of Association at the time of such mailing.

25. ADDITIONAL RIGHTS OF ASSOCIATION. During the course of development of The Landings, Developer may, from time to time, delegate to a neighborhood or condominium association the right and responsibility to enforce building and use restrictions applicable to the respective neighborhood or condominium area, including the right of architectural approval and control over proposed residential improvements. In the event such neighborhood or condominium association should fail or refuse to properly exercise such right and responsibility with respect to any matter (as may be determined by Association in its sole discretion), then and in such event the board of directors of Association shall have and may exercise such association's right of approval, disapproval or enforcement as to such matter. In the event that, as to a particular portion of The Landings, there is no neighborhood or condominium association in existence to whom such approval and enforcement rights and responsibilities may be assigned

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by Developer, then Developer may assign such rights and responsibilities to Association.

26. TRANSFER OF TITLE TO ASSOCIATION. From time to time hereafter, Developer may transfer title to portions of The Commons to Association 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, and to taxes for the year in which conveyance is made. Association shall be obligated to accept title to such 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 Landings, 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.

27. ASSIGNMENT OF RIGHTS AND DUTIES TO ASSOCIATION. Developer reserves the right to assign and delegate to Association any and all of its rights, title, interest, duties and obligations created by this Declaration, and Association agrees to accept such assigned or delegated rights, title, interest, duties and obligations, it being understood that Association has been formed as a master property owners' association comprised of all owners of property located in The Landings for the purposes of enforcing these covenants and restrictions; operating, maintaining and improving the common areas of The Landings; and carrying out any other obligations and duties required of it as a property owners' association or necessary or desirable in order to effectuate proper development, operation and management of the community known as The Landings.

28. WITHDRAWAL OF PROPERTY. Developer reserves the right in its sole discretion, at any time and from time to time, to withdraw from the purview of this Declaration any property or properties described in Paragraph 1 above or any properties subsequently added to the scope of this Declaration pursuant to the provisions of Paragraph 3 above, provided that withdrawal of such property shall not materially increase the annual assessment against property in The Landings remaining subject to this Declaration.

29. EAGLES' NEST AREA. The property described as "Tract F" in Exhibit "A" attached hereto is not subject to the provisions of this Declaration. This property, approximately 7.4 acres in size, is owned by C & M Associates and is not intended for development. An eagles' nest is located on this property, and it is the intent of C & M Associates to preserve the site as a nesting area for eagles. The site may be completely or partially fenced or otherwise barricaded to deter human intrusion. An observation stand, however, may be constructed on the site to permit viewing of the eagles and their habitat. The site is not intended as a park for the use of property owners in The Landings. The site is private property, and C & M Associates expressly reserves the right to restrict or prohibit access to the property and to impose and enforce such other restrictions as it may deem necessary to preserve the site. An easement appurtenant to the site for ingress and egress, utilities, and drainage is hereby granted to and reserved by C & M Associates over and under all private roads in The Landings. All rights granted to or reserved by C & M Associates hereunder and all other rights it may have pursuant to law may be assigned to and enforced by any other person, association, corporation, or entity.

30. DEVELOPER'S RIGHT OF FIRST REFUSAL. No unit, lot, or other parcel of property, nor any part thereof, which is subject to the provisions of this Declaration shall be sold, conveyed or otherwise transferred unless and until the owner thereof shall have first offered to sell such property to Developer and Developer has waived, in writing, its right to purchase same. The procedure for compliance with this requirement shall be as follows:

(a) Any owner having a bona fide intention of selling his property or any interest therein shall give Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "proposed contract"). Within thirty (30) days of receipt of such notice and proposed contract, Developer shall either exercise, or waive exercise of, its right of first refusal. If Developer elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and proposed contract, deliver to owner an agreement to purchase the property upon terms and conditions customarily used in real estate sales contracts in Sarasota County, Florida, and, also, the following terms:

(i) The price to be paid and the terms of payment shall be the same as that stated in the proposed contract;

(ii) The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase or at the time prescribed in the proposed contract, whichever date shall last occur.

(b) If Developer shall elect to waive its rights of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the proposed contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form, which shall be delivered either to the owner or to the proposed contract purchaser and shall be recorded by the purchaser in the Public Records of Sarasota County, Florida.

(c) Any deed or conveyance of title to said property, either directly or indirectly (other than by will, intestacy, or judicial proceedings) without Developer's waiver in violation of this covenant shall be void and of no effect.

(d) The provisions of Paragraph 30(a), (b), and (c) shall not apply to any conveyance that constitutes a bona fide gift. Nor shall such provisions apply to a transfer to or sale by Developer or any bank, life insurance company, federal or state savings and loan association, or real estate investment trust which acquires its title through foreclosure proceedings or by deed in lieu of foreclosure. Nor shall such provisions require a waiver by Developer as to the transfer of title to any property sold pursuant to a duly advertised public sale with open bidding as provided by law, such as, but not limited to, execution sale, foreclosure sale or tax sale.

31. 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 in accordance with the provisions of Paragraph 32 hereof or otherwise according to the laws of the State of Florida.

G.R. 1372 PG 1235

32. TERM. These covenants shall be binding upon all owners of property in the Landings and shall continue in full force and effect for a period of fifty (50) years from the date hereof, after which time they shall be deemed to be automatically extended for successive periods of ten (10) years each unless prior to the commencement of any such ten (10) year period a written instrument terminating said covenants in whole or in part has been signed by the president of each condominium and neighborhood association and by such owners of the property described in Exhibit "C" as may constitute controlling Class C members and been recorded in the Public Records of Sarasota County.

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

34. AMENDMENTS. This Declaration may be amended at any time and from time to time upon the recordation of an instrument executed by the president of each condominium and neighborhood association and by such Owners of the property described in Exhibit "C" as may constitute controlling Class C members; provided, however, that until December 31, 1999, no amendment shall be effective without Developer's express written joinder and consent. This Declaration may also be amended at any time or times prior to December 31, 1999, by Developer upon the recordation of an instrument executed by Developer. All amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein.

35. 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 other provisions shall remain in full force and effect.

36. USAGE. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Developer and C & M Associates have caused this instrument to be executed in their behalf this 16 day of May 1980.

Witnesses:

James L. Schuyler  
Virginia A. Dulubovics

THE LANDINGS DEVELOPMENT COMPANY

By: Robert A. Morris, Jr.  
Robert A. Morris, Jr., President

Attest: Ronald K. Brewer (CORPORATE SEAL)  
Ronald K. Brewer, Secretary

C & M ASSOCIATES

James L. Schuyler  
Virginia A. Dulubovics

By: Robert A. Morris, Jr.  
Robert A. Morris, Jr.,  
General Partner

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OR 1372 PG 1236

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, a Notary Public, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT A. MORRIS, JR. and RONALD K. DREWS, President and Secretary respectively, of THE LANDINGS DEVELOPMENT COMPANY, a Florida corporation not for profit, and they acknowledged before me that they executed it in the name of and for that corporation, affixing its corporate seal, and that they were duly authorized by that corporation to do so.

WITNESS my hand and official seal in the County and State named above, this 16 day of May, 1980.

*Carol Ann Alden*  
Notary Public



My Commission Expires:

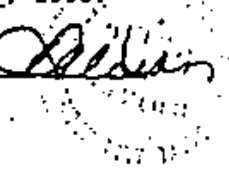
Notary Public, State of Florida at Large  
My Commission Expires January 13, 1984

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, a Notary Public, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT A. MORRIS, JR., as General Partner of C & M ASSOCIATES, a Florida general partnership, and acknowledged before me that he executed it in the name of and for that partnership and that he was duly authorized by that partnership to do so.

WITNESS my hand and official seal in the County and State named above, this 16 day of May, 1980.

*Carol Ann Alden*  
Notary Public



My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires January 13, 1984

APPROVAL BY THE LANDINGS MANAGEMENT ASSOCIATION, INC.

OR. 1372 PG 1237

THE LANDINGS MANAGEMENT ASSOCIATION, INC., a Florida corporation not for profit, does hereby accept the duties, obligations, and responsibilities set forth in the foregoing Declaration of Maintenance Covenants and Restrictions on The Commons for The Landings, and said Association agrees to exert its best efforts to accomplish the objectives and purposes of said Declaration and thereby to progress the plan of development and maintain the amenities afforded to the owners of property in The Landings. Said Association further agrees to exercise the powers granted to it under its Articles of Incorporation and Bylaws and under the foregoing Declaration and to levy assessments against proper in The Landings pursuant to said Declaration in amounts sufficient to accomplish the purposes and objectives of the Association.

The Association further agrees to accept title to the common areas of The Landings, as determined by and transferred to it from time to time by Developer, subject to such easements, reservations, restrictions and limitations upon usage as Developer deems appropriate, and thereafter to maintain said common areas for the benefit of the property owners in The Landings, to use and permit the use of same as prescribed by Developer, and to pay all taxes which may subsequently become due and owing thereon.

The Association further agrees to accept such other duties and obligations as may be assigned or delegated to it by Developer or by the terms of the aforesaid Declaration.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed in its behalf by its undersigned duly authorized officers this 16 day of May 1980

Signed, sealed and delivered in the presence of:

Virginia A. Nulubowicz

THE LANDINGS MANAGEMENT ASSOCIATION, INC.

By: Robert C. Morris  
As its President

Attest: Ronald K. Crews  
As its Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared ROBERT N. MORRIS, JR., and RONALD K. CREWS, to me known to be the President and Secretary, respectively, of THE LANDINGS MANAGEMENT ASSOCIATION, INC., a Florida corporation not for profit, and they acknowledged before me that they executed the foregoing instrument in the name of and on behalf of said corporation as such officers for the purposes therein set forth.

Witness my hand and official seal in the County and State aforesaid, this 16 day of May 1980.

Robert C. Morris  
Notary Public

My Commission Expires:

Notary Public, State of Florida

EXHIBIT "A"

ALL PROPERTY SUBJECT TO THE  
DECLARATION OF MAINTENANCE COVENANTS

Q.R. 1372 PG. 1238

begin at a R.R. spike at the SE corner of Section 6, Township 37 South, Range 18 East; thence South 89°41'51" West along the South line of said Section 6, 91.93 feet to an iron rod and Principal Place of Beginning; thence along the West R/W line of Tamiami Trail (U.S. 41) along the arc of a curve concave to the West, the radius of which is 11,389.16 feet, said curve having an arc distance of 311.72 feet, the chord of which bears North 00°16'06" East a chord distance of 311.73 feet to an iron rod; thence continuing along the R/W line of said Tamiami Trail South 88°58'41" East 16.93 feet to an iron rod; thence continuing along the West R/W line of said Tamiami Trail North 00°08'48" West 357.19 feet to a point, said point being 50.00 feet south of a concrete monument; thence along the South line of Whit-Acres Subdivision as per plat thereof recorded in Plat Book 4, Page 17, Public Records of Sarasota County, Florida, South 89°29'17" West 1259.98 feet to an iron rod; thence along the West line of said Whit-Acres Subdivision and Field Club Estates Subdivision as per plat thereof recorded in Plat Book 11, Page 14, Public Records of Sarasota County, Florida, North 00°14'25" East 440.80 feet to a concrete monument; thence along the South R/W line of Field Road South 89°37'02" West 178.71 feet to an iron pipe; thence South 00°24'14" West 208.68 feet to an iron pipe; thence South 89°35'45" West 417.22 feet to an iron pipe; thence along the East R/W line of Camino Real St. South 00°03'30" West 233.25 feet to an iron rod; thence continue along the East R/W line of said Camino Real St. along the arc of a curve concave to the West an arc distance of 140.43 feet; the chord of which bears South 4°34'17" West a chord distance of 140.25 feet, said curve having a radius of 801.28 feet, to an iron rod; thence continue along the East R/W line of said Camino Real St. South 10°06'00" West 373.82 feet to an iron rod; thence continue along the East R/W line of said Camino Real St. and the extension thereof South 4°46'16" West 676.59 feet to a concrete monument tagged #2171; thence South 89°17'47" West 822.07 feet to a concrete monument; thence continue South 89°17'47" West 3.00 feet to the waters of Roberts Bay; thence southerly along the waters of Roberts Bay to a point that bears South 5°32'01" East from last described point a distance of 2190.67 feet; thence North 89°37'23" East along the South line of the NW 1/4 and the South line of the NE 1/4 of Section 7, Township 37 South, Range 18 East, 472.00 feet to a concrete monument; thence along the South line of the NE 1/4 of said Section 7, North 89°37'23" East 1749.53 feet to a point; thence along the West R/W line of Phillippl Shores Dr. North 00°06'18" West 684.34 feet to an iron pin; thence along the North R/W line of Phillippl Shores Dr. North 89°35'33" East 567.08 feet to an iron pipe; thence along the West R/W line of said Tamiami Trail North 00°09'49" West 1430.09 feet to a concrete monument; thence continue along the R/W line of said Tamiami Trail South 88°20'28" West 9.19 feet to a concrete monument; thence continue along the West R/W line of said Tamiami Trail North 00°10'14" West 200.57 feet to a concrete monument; thence continue along the R/W line of said Tamiami Trail North 89°34'13" East 15.98 feet to a concrete monument; thence along the West R/W line of said Tamiami Trail along the arc of a curve concave to the East, said curve having a radius of 11,339.16 feet, the chord of which bears North 01°11'11" East a chord distance of 348.10 feet, thence South 88°50'16" East 9.94 feet to the Principal Place of Beginning.

... THE FINDINGS - UNIT ONE, as per plat thereof

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EXHIBIT 'B'

RESIDENTIAL PROPERTY

All that property described in Exhibit "A,"  
LESS all that property described in Exhibit "C."

O.R. 1372 PG 1239



## EXHIBIT "C"

## NON-RESIDENTIAL PROPERTY

O.R. 1372 PG 1210

A parcel of land lying northerly of Kastrol Park Way in the Southeast 1/4 of Section 6, Township 17 South, Range 18 East, Sarasota County, Florida, being more particularly described as follows: Commence at the SE corner of said Section 6; thence S 89°43'51" W along the South line of said Section 6 for 91.93 feet to a point of intersection with the Westerly Right-of-Way line of Tamiami Trail (U.S. 41), said point being a point on a circular curve concave to the West, and said point bearing S 88°56'56" E from the center of said curve; thence run northerly along the arc of the last mentioned curve, having for its elements a radius of 11,389.16 feet and a central angle of 1°01'22" for 203.29 feet to a concrete monument for the Point of Beginning of the herein described parcel of land; thence N 89°43'54" W for 84.78 feet to a Point of Curvature of a circular curve concave to the Northeast; thence along the arc of said curve having for its elements a radius of 193.00 feet and a central angle of 40°14'49" for 137.09 feet to the Point of Tangency; thence N 49°27'06" W for 121.11 feet to the Point of Curvature of a circular curve concave to the Southwest; thence along the arc of said curve having for its elements a radius of 180.00 feet and a central angle of 41°03'37" for 200.66 feet to a Point of Tangency; thence S 89°29'17" W for 172.79 feet; thence N 0°30'43" W for 200.04 feet to an intersection with the South line of Whit-Acres Subdivision as per plat thereof recorded in Plat Book 4, Page 17, Public Records of Sarasota County, Florida; thence N 89°29'17" E along the last mentioned South line of Whit-Acres Subdivision for 755.00 feet to an intersection with the aforementioned Westerly Right-of-Way line of Tamiami Trail; thence run along the last described Westerly Right-of-Way line for the following three (3) described courses: (1) S 0°08'48" E for 357.19 feet; (2) N 88°58'41" W for 16.93 feet to a point on a circular curve concave to the West, said point bearing N 89°29'08" E from the center of said curve; (3) southerly along the arc of the last mentioned curve, having for its elements a radius of 11,389.16 feet and a central angle of 0°32'35" for 107.93 feet to the Point of Beginning. Containing 5.40 acres, more or less.

TOGETHER WITH a parcel of land lying northerly of Landings Blvd. and southerly of Kastrol Park Way in the Northeast 1/4 of Section 7, and the Southeast 1/4 of Section 6, Township 17 South, Range 18 East, Sarasota County, Florida, being more particularly described as follows: Commence at the Northeast corner of said Section 7; thence S 89°43'51" W along the North line of said Section 7 for 91.93 feet to a point of intersection with the Westerly Right-of-Way line of Tamiami Trail (U.S. 41), said point being the Point of Beginning of the herein described parcel of land; thence N 88°50'16" W for 9.14 feet to a point on a circular curve concave to the East, said point bearing N 87°51'00" W from the center of said curve; thence run southerly along the arc of the last mentioned curve (the same being the Westerly Right-of-Way line of Tamiami Trail) having for its elements a radius of 11,339.16 feet and a central angle of 1°55'38" for 388.12 feet; thence continue along the Westerly Right-of-Way line of Tamiami Trail for the following four (4) described courses: (1) S 89°36'33" W for 15.98 feet; (2) S 0°10'14" E for 100.57 feet; (3) N 88°20'28" E for 9.19 feet; (4) S 0°09'49" E for 129.95 feet to a concrete monument; thence N 88°54'11" W for 72.00 feet to a Point of Curvature

of a circular curve concave to the Northeast; thence along the arc of said curve having for its elements a radius of 410.00 feet and a central angle of 17°05'29" for 125.29 feet to a Point of Tangency; thence N 71°48'42" W for 104.14 feet to a Point of Curvature of a circular curve concave to the Northeast; thence along the arc of said curve having for its elements a radius of 285.00 feet and a central angle of 21°30'47" for 107.01 feet to a Point of Tangency; thence N 50°17'55" W for 62.76 feet to a Point of Curvature of a circular curve concave to the Southwest; thence along the arc of said curve having for its elements a radius of 220.00 feet and a central angle of 31°20'36" for 120.35 feet to a Point of Tangency; thence N 81°38'31" W for 23.06 feet; thence N 0°06'18" W for 888.71 feet; thence N 82°14'14" W for 292.67 feet; thence N 19°39'05" E for 454.01 feet to a Point of Curvature of a circular curve concave to the Southeast; thence along the arc of said curve having for its elements a radius of 75.00 feet and a central angle of 69°50'12" for 91.42 feet to a Point of Tangency; thence N 89°29'17" E for 64.58 feet to the Point of Curvature of a circular curve concave to the Southwest; thence along the arc of said curve having for its elements a radius of 200.00 feet and a central angle of 41°03'37" for 143.33 feet to a Point of Tangency; thence S 49°27'06" E for 223.31 feet to the Point of Curvature of a circular curve concave to the Northeast; thence run along the arc of said curve having for its elements a radius of 275.00 feet and a central angle of 40°16'45" for 193.33 feet to a Point of Tangency; thence S 89°43'54" E for 84.84 feet to a point of intersection with the aforementioned Westerly Right-of-Way of Tamiami Trail, said point being a point on a circular curve concave to the West, said point bearing S 89°34'09" E from the center of said curve; thence run Southerly along the arc of the last mentioned curve, having for its elements a radius of 11,389.16 feet and a central angle of 0°37'13", for 121.30 feet to the Point of Beginning. Containing 21.72 Acres, more or less.

TOGETHER WITH a parcel of land lying southerly of Landings Blvd. in the Northeast 1/4 of Section 7, Township 37 South, Range 18 East, Sarasota County, Florida, and also being a portion of the North 700.00 feet of Lots 1 and 2, Block 2, Phillippi Park Subdivision, as per plat thereof recorded in Plat Book A, Page 45, Public Records of Sarasota County, Florida, being more particularly described as follows: Commence at the Northeast corner of said Section 7; thence S 0°24'14" E along the East line of the Northeast 1/4 of said Section 7 for 1397.78 feet; thence S 89°35'46" W for 123.85 feet to a concrete monument lying on the Westerly Right-of-Way line of Tamiami Trail (U.S. 41), said point being the Point of Beginning of the herein described parcel of land; thence S 0°09'49" E along the last described Westerly Right-of-Way line for 620.12 feet; thence S 89°55'33" W for 567.08 feet to the east line of Tract B, The Landings - Unit One Subdivision, as per plat thereof recorded in Plat Book 27 Page 17, Public Records of Sarasota County, Florida; thence N 0°06'18" W along said east line for 818.11 feet to a concrete monument; thence S 81°38'31" E for 11.16 feet to a point of curvature of a circular curve concave to the Southwest; thence along the arc of said curve having for its elements a radius of 140.00 feet and a central angle of 31°20'36" for 76.59 feet to a Point of Tangency; thence S 50°17'55" E for 62.76 feet to a Point of Curvature of a circular curve concave to the Northeast; thence along the arc of said curve having for its elements a radius of 165.00 feet and central angle of 21°30'47" for 137.05 feet to the Point of Tangency; thence S 71°48'42" E for 104.14 feet to a Point of Curvature of a circular curve concave to the Northeast; thence along the arc of said curve having for its elements a radius of 500.00 feet and a central angle of 17°05'29" for 149.15 feet to a Point of Tangency; thence S 88°54'11" E for 73.76 feet to the Point of Beginning. Containing 8.94 Acres, more or less.