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DECLARATION OF RESTRICTIONS  
FOR LOTS IN  
THE LANDINGS - UNIT ONE

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DECLARATION OF RESTRICTIONS

FOR LOTS IN

THE LANDINGS - UNIT ONE

*(as amended)*

THIS DECLARATION is made and executed this \_\_\_ day of 1980, by THE LANDINGS DEVELOPMENT COMPANY, a Florida corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer intends to improve, develop and subdivide a large tract of land located in Sarasota County, Florida, commonly known and referred to as "The Landings," and thereafter to grant, sell and convey subdivided portions of said tract of land for various purposes, including residential, commercial, and professional and business office uses, and such other purposes as may be deemed appropriate by Developer; and

WHEREAS, Developer has heretofore adopted a Declaration of Maintenance Covenants relating to the ownership, development, use and management of certain of the common areas to be established in The Landings, which Declaration of Maintenance Covenants is recorded in Official Records Book \_\_\_\_\_ Page \_\_\_\_\_, Public Records of Sarasota County, Florida; and WHEREAS, simultaneously herewith Developer has platted a portion of said tract of land known as "The Landings" into a subdivision known as "The Landings - Unit One" and desires to establish protective covenants covering the development, improvement and usage of the lots contained in this subdivision for the benefit and protection of the subdivision, Developer and the purchasers of lots in the subdivision.

NOW, THEREFORE, Developer does hereby declare that the land hereinafter described in Article I shall be and is hereby bound by the restrictions, limitations, conditions, easements, and agreements set forth in this Declaration and that said property shall be held, used and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions, easements and agreements, which shall constitute covenants running with the title to said land, to wit:

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is owned by Developer and shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Sarasota County, Florida, and is legally described as follows:

Lots 1 - 229, inclusive, The Landings - Unit One, as per plat thereof recorded in Plat Book \_\_\_ Pages \_\_\_\_\_, Public Records of Sarasota County, Florida.

Said property is sometimes herein referred to as "this subdivision" or "the subdivision."

ARTICLE II

REQUIRED MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATIONS

This subdivision is an integral part of a larger development known as "The Landings." In connection with such development, certain land areas, referred to as "common areas," will from time to time hereafter be set aside by Developer or deeded to The Landings Management Association, Inc., and will thereupon become available for the common use, enjoyment, and benefit of all property owners in The Landings. Said common areas may include, by way of illustration and not by way of limitation, private roads, lakes, ponds, bicycle and other paths, walkways, parks and other open areas. These

LHA Declaration of Restrictions (as amended)

common areas will be designated as such either on plats or in other documents which will be recorded from time to time by Developer. In addition, certain land areas, referred to as “neighborhood common areas,” may be set aside by Developer in some subdivision or condominium areas or deeded to subdivision or condominium associations for the common use and enjoyment only of the owners of property in such designated subdivision or condominium areas. These neighborhood common areas will be designated as such either on plats or in other documents which will be recorded by Developer from time to time.

In order to effectuate the orderly development of The Landings and to establish, protect and preserve the quality of this subdivision, the owners of all lots in this subdivision, except Lots 61 - 69, inclusive, shall be required to become members of both The Landings Homeowners Association, Inc., and The Landings Management Association, Inc. Inasmuch as Lots 61 - 69, inclusive, do not have direct access to any of the common areas of The Landings, owners of such lots shall not be members of or subject to assessments by either of said associations, but in all other respects Lots 61 - 69, inclusive, shall be subject to the provisions of this Declaration.

The purpose and objective of each of said associations is as follows:

1. The Landings Homeowners Association, Inc. The primary purpose of this association is to insure to all of its members collective representation in the affairs of The Landings Management Association, Inc.; to enforce these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of this subdivision; and to perform such other duties as may be assigned to it under the aforesaid Declaration of Maintenance Covenants and its Articles of Incorporation and Bylaws. Copies of its Articles of Incorporation and Bylaws are attached hereto as Exhibits “A” and “B,” respectively.

2. The Landings Management Association, Inc. The purpose of this association is to own, improve, maintain and manage the common areas of The Landings in accordance with said association’s Articles of Incorporation and Bylaws and the aforesaid Declaration of Maintenance Covenants.

Each of said associations shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against property in this subdivision.

ARTICLE III

ARCHITECTURAL CONTROL

1. Approval by Developer. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court or other game court or structure, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration thereof or thereto be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by Developer. In keeping with Developer’s intent to assure to each lot owner a neighborhood of quality homes of tasteful design, Developer will evaluate the plans and specifications of all proposed improvements with respect to their external design, appearance, and location in relation to surrounding structures and topography, their proposed materials and construction standards, and their general aesthetic impact. Developer may, in Developer’s sole discretion, disapprove plans and specifications for any reason, including purely aesthetic considerations, but, in order to assist a lot owner in the development of acceptable plans and specifications, Developer shall state with reasonable particularity Developer’s grounds for such disapproval. It is not Developer’s intent to impose a uniform appearance or limited architectural style in the subdivision but rather to promote and assure architectural and aesthetic quality and discrimination for the benefit of all owners in the subdivision.

LHA Declaration of Restrictions (as amended)

2. Preliminary Drawings. In order to facilitate the preparation and ultimate approval of construction and landscaping plans, a lot owner must submit preliminary drawings and specifications to Developer prior to the preparation and submission of the final working drawings and specifications, and Developer agrees to review and indicate its approval, disapproval or recommendation on the matters reflected thereon. *[As amended on May 25, 1983.<sup>1</sup>]*

3. Submission of Plans. Two complete sets of all plans and specifications for any improvement or structure proposed for any lot in this subdivision must be submitted to and approved by Developer prior to the commencement of construction or placement of such improvement. A landscaping plan must include: (a) a landscaping scheme; (b) a listing of the plant stock included in the scheme; and (c) the size of such stock at the time of planting. A minimum of four shade trees must be included in the landscaping plan. A site plan shall include a designation of the location, diameter and species of all existing trees and a designation of all trees to be removed. In addition, Developer requires submission of plans for the grading of any lot and plans reflecting the proposed elevation of the floor slab of any structure to be built on such lot. Any increase in the elevation of the existing grade of a lot shall be accomplished by the lot owner so as to not increase the surface water runoff from such lot onto neighboring properties. Whenever required by Developer, the owner of such lot shall also furnish a drainage plan for his lot. Developer may also require samples of building materials proposed for use on any lot and may require such additional information as reasonably may be necessary for Developer to completely evaluate the proposed structure or improvement. *[As amended on May 25, 1983.<sup>2</sup>]*

4. Statement of Approval. If, following its review of the plans and specifications submitted to it, Developer disapproves such plans and specifications, Developer shall advise the lot owner of the portion or items thereof which were found to be objectionable. In the event the lot owner corrects the objectionable portions, he may resubmit the plans and specifications, as corrected, for approval. Upon final approval of an owner's plans and specifications either as originally submitted or as subsequently modified in accordance with the recommendations of Developer, Developer shall indicate its approval in writing on the plans and specifications. One set of such plans and specifications shall then be returned to the owner and one set shall be retained by Developer. Should Developer fail to either approve or disapprove the plans and specifications submitted to it by a lot Owner within thirty (30) days after their submission, then such approval shall not be deemed to be required in such instance; provided, however, that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the other covenants or restrictions herein contained.

5. Approval Fees. A fee of \$100.00 shall be paid to Developer for reviewing final plans and specifications submitted to it for approval. The Developer may provide for additional fees for the review of any resubmitted plans and specifications. All such fees shall be payable to Developer, in cash, at the time that the final plans and specifications are submitted or resubmitted to Developer. *[As amended on May 25, 1983.<sup>3</sup>]*

ARTICLE IV

BUILDING AND USE RESTRICTIONS

1. Residential Use. The property subject to this Declaration may be used for single-family residential living units and for no other purpose. No business or commercial building may be erected on any lot, and no business, occupation, or profession may be conducted on any part thereof, except that real estate brokers and owners, and their agents, may show dwellings in the subdivision for sale or lease. Notwithstanding the foregoing and notwithstanding any other provision hereof to the contrary, Developer and such contractors as Developer may approve in writing shall have the right from time to time to construct and operate model homes in the subdivision; in addition, Developer shall, have the right from time to time to erect and maintain in the Subdivision administrative offices, sales offices, field construction offices, construction storage facilities, parking facilities, and such other offices, structures, and facilities as may be appropriate for use by Developer in the development of The Landings.

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2. No Trailers or Temporary Buildings. Except as may be reasonably necessary for construction work, no tents, trailers, vans, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any lot without the written consent of Developer.

3. Water and Sewer. All buildings shall use and be connected to the central water and sewerage system made available by Developer. No well shall be drilled or utilized on any lot for any purpose other than irrigation, and no septic tank shall be installed, used or maintained on any lot, without the written approval of Developer and the approval of any applicable governmental authority.

4. Dwellings. No building shall be erected, altered, placed or permitted to remain on a lot other than one detached single-family dwelling containing at least eighteen hundred (1,800) square feet of enclosed living area (exclusive of open or screen porches, terraces, garages and carports) which dwelling shall not exceed thirty-five (35) feet in height. Unless approved by Developer in writing as to use, location and architectural design, no garage, tool or storage room, pool house, cabana, gazebo or other structure may be constructed separate and apart from a residential dwelling. No flat roofs and no built-up roofs shall be permitted on the main body of any building without the approval of Developer. The composition of all pitched roofs shall be either tile, cedar shake shingle, slate or concrete construction, or such other composition or material as may be approved by Developer. No heat or plumbing vents shall penetrate the roof on the road side of the building without the approval of Developer. With the exception of brick chimneys, all such vents shall be painted the same color as the roof.

5. Setback Line. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and the like) shall be erected or placed upon any part of a lot such that any portion of said dwelling, building or structure (including eaves or overhangs) encroaches on any easement noted on the plat of this subdivision or on any easement reserved unto or granted by Developer under the provisions of this Declaration or the aforementioned Declaration of Maintenance Covenants and Restrictions for The Landings or such that any portion is closer than 30 feet to any portion of the front lot line (street line), within 10 feet from any side lot line, or within 20 feet from the rear lot line, or within 20 feet of the top of the bank of any lake, pond, or other body of water. No building shall be erected on a corner lot so that the setback from the street on which the building faces is less than 30 feet or so that the setback from the side street is less than 20 feet. Notwithstanding any of the above, terraces, patios, low platforms or steps, decks, swimming pools and similar low, open, unroofed and unscreened construction may be erected within the setback areas, provided that such construction: (1) does not encroach on any of the aforesaid easements, (2) in the opinion of Developer, does not interfere with the exposure or view or reasonable privacy of adjoining or facing properties, and (3) is otherwise approved by Developer. *[As amended on May 25, 1983.]*<sup>4</sup>

6. Garages Required. No dwelling shall be constructed on any lot without provision for an enclosed garage adequate to house at least two large sized American automobiles. All garages must have doors that are to be maintained in a useful, working condition and which are operated by electric door openers. Except when in actual use, garage doors must be kept closed. No garage shall be converted to other usage without the substitution of another garage.

7. Antenna. Except as may be otherwise approved by Developer in writing, no aerial or antenna shall be placed or erected upon any lot or affixed in any manner to the exterior of any building in the subdivision, nor shall any aerial or antenna placed within a building extend or protrude beyond the exterior of such building.<sup>1</sup>

8. Underground Wiring. No lines or wires for communication or the transmission of current shall be constructed, placed, or permitted to be placed upon any lot unless the same shall be inside a building or underground. Electrical service meters shall be screened from view from the street.

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<sup>1</sup> The Federal Telecommunications Act of 1996 prohibits this restriction on the installation of antennas within certain limits of size and location.

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9. Screening of Air Conditioner Compressors, Garbage Containers, Clothes Drying Area, Pool Equipment Area, and other Such Equipment Areas. 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 Developer. 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. *[As amended on May 25, 1983.<sup>5</sup>]*

10. Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. All driveways must be constructed with concrete or asphalt, unless prior approval for other materials is obtained from Developer. Where swales are required to be disturbed for driveway entrances, such swales shall be restored to their original grade and condition by the lot owner in a neat and orderly fashion acceptable to Developer. Unless otherwise approved by Developer, a culvert shall be installed for each driveway which is placed across an existing swale. No portion of a driveway shall be located within five (5) feet of the side line of any lot.

11. Games and Accessory 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 constructed thereon, and any such structure must have the prior approval of Developer.

12. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Developer.

13. Fences, Hedges and Walls. The composition, location and height of any fence, hedge or wall to be constructed on any lot shall be subject to the approval of Developer. 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.

14. Landscaping. Not later than thirty (30) days following completion of construction of a dwelling upon a lot, such lot shall be sodded and landscaped in accordance with the approved landscaping plan. 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.

15. 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 Developer.

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

17. Construction of Docks, Seawalls and Boat Slips. No seawall, dock, boat house, boat slip, davits, moorings or piers shall ever be placed or constructed upon or adjacent to any lot without the approval of Developer.

18. Vehicles. No vehicle shall be regularly 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. No



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maintenance or repair of any boat or vehicle shall be permitted upon any lot except within an enclosed garage.

19. Roadways. Except as Developer may otherwise approve in writing, and except as may be otherwise denoted on the plat of the subdivision, no lot or any portion thereof shall be open, dedicated, or used as a street, road, pathway, or other thoroughfare, whether public or private.

20. Signs. No sign of any kind shall be displayed to public view on any lot except as follows:<sup>2</sup>

(a) Individual, ornamental house name or number plates may be displayed.

(b) One temporary sign not exceeding 24" x 24" utilized in connection with the sale of a lot may be displayed on such lot. The color, format, nature, content, and location of such sign shall be subject to the written approval of Developer.

(c) During the course of construction on a lot, a construction sign not more than 24" x 24" in size identifying the builder may be displayed on the lot. The color, format, nature, content, and location of such sign shall be subject to the written approval of Developer. Such sign shall be promptly removed upon the issuance of a certificate of occupancy.

(d) Other signs may be displayed if such signs are approved by Developer as to size, design, location and content. *[As amended on May 25, 1983.]*<sup>6</sup>

21. Animals. No horses, cattle, swine, goats, poultry, or other animal or fowl not customarily regarded as a household pet shall be kept on any lot. No pet shall be permitted to roam outside except on a leash or within a fenced-in area.

## ARTICLE V

### MAINTENANCE OF LOTS

1. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any lot which may be or become an annoyance or nuisance to other properties or owners in the subdivision. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of The Landings Homeowners Association, Inc., which shall render a decision in writing, and such decision shall be dispositive of such dispute or question.

2. Maintenance of Lots and 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.

3. Maintenance of Improvements. 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.

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<sup>2</sup> Florida Statute 720 §720.304(6) gives homeowners the right to “display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.”

LHA Declaration of Restrictions (as amended)

4. 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.<sup>3</sup>

5. Annual Mowing Fee. In order to insure that unimproved lots do not become overgrown with weeds and other vegetation, the Landings Homeowners Association, Inc., shall provide for the periodic mowing of all such lots. To compensate The Landings Homeowners Association, Inc., for this service, each owner of an unimproved lot shall pay to said association on or before January 1 of each year an annual mowing fee. The amount of the mowing fee shall be determined by said association in advance for each year. Any annual mowing fee which is not paid when due shall be subject to a late charge of ten percent (10%) and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law. As used herein, "unimproved lot" means a lot on which, as of January 1 of the year in which the mowing fee is payable, no bona fide construction of a dwelling house has been commenced or completed.

6. Maintenance and Repair by Association. In the event any owner shall fail or refuse to maintain his residence, lot, or other improvements situate on said lot in full compliance with these restrictions, The Landings Homeowners Association, Inc., 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 said 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 therefor. If any such bill is not paid when due, a late charge of 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.

ARTICLE VI

EASEMENTS

Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved unto Developer over all utility and drainage easement areas shown on the plat of the subdivision. Moreover, a perpetual easement ten (10) feet in width over and under each lot in the subdivision for the installation and maintenance of utilities and street lights is hereby reserved unto Developer along such portion of each lot line as abuts a street. Perpetual easements for the installation and maintenance of walls, fences, hedges, plantings and landscaping are hereby reserved unto Developer over all planting strip easement areas shown on the plat of the subdivision. A perpetual easement over the area shown as a pedestrian easement on the subdivision plat is hereby granted for pedestrian and bicyclist ingress and egress to and from the Subdivision and Field Road to all owners of property in The Landings, to all owners of property in the Southeast One-Quarter of the Southwest One-Quarter and the Southwest One-Quarter of the Southeast One-Quarter of Section 6, Township 37 South, Range 18 East, Sarasota County, Florida, and to all-owners of property fronting on Field Road. The easement area of each lot and all improvements located within it shall be maintained continuously by the owner of the lot, except for those improvements for which an association or public authority or utility company is responsible. No drainage easement or swale may be obstructed, filled in, or altered without Developer's written approval. Any walls, fences, paving, landscaping or other improvements constructed, placed or planted by a lot owner over the easement area of his lot may be removed, if required for the installation or maintenance of improvements or facilities related to the purpose for which the easement was reserved, by Developer or its assigns at the expense of the lot owner, and neither Developer nor its assigns shall be required to replace the same.

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<sup>3</sup> The LHA Board of Directors, at its June 8, 2006 meeting and its January 14, 2010, meeting approved a resolution stating that "the Board shall not consider the placement of transparent window and door protection during hurricane season beyond the period specified in the Declaration of Restrictions as a violation of Article V, Paragraph 4 of said Declaration" provided that such protection is not visible from the street(s) adjacent to the property."

ARTICLE VII  
RESUBDIVIDING

No lot or contiguous group of lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of lots than that shown on the plat of the subdivision for the same area. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site that does not include at least one (1) platted lot according to the recorded plat of the subdivision. Any such lot may be combined with contiguous lots or parts thereof to form a single building site. In the event that more than one lot is developed as a building site, the provisions of these restrictions shall apply thereto as if it were a single lot; provided, however, that the combination of two or more lots, or parts thereof, shall not alter the liability of any such lot for its share of assessments levied by The Landings Homeowners Association, Inc., or The Landings Management Association, Inc. If a lot is divided and the parts thereof added to other lots, the share of such lot for assessments levied by said associations shall be prorated among such other lots on the basis of square footage.

ARTICLE VIII  
VARIANCES

Developer hereby reserves the right to enter into agreements with the owner of any lot or lots (without the consent of the owners of other lots or adjoining or adjacent property) to vary those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, construction of improvements, building plans, signs, maintenance, screening of garbage receptacles, clotheslines and air conditioner compressors, and any such variance shall be evidenced by agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in the subdivision, and the same shall remain fully enforceable against all lots located in the subdivision other than the lot where such variance is permitted. Developer reserves the right to impose additional restrictions in the conveyance of title to any lot or lots in the subdivision.

ARTICLE IX  
ASSIGNMENT BY DEVELOPER

Developer may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations and privileges reserved hereunder to The Landings Homeowners Association, Inc., or The Landings Management Association, Inc., or to any other corporation, association or person.

ARTICLE X  
ASSESSMENTS BY THE LANDINGS HOMEOWNERS ASSOCIATION, INC.

1. Annual Assessments. The Landings Homeowners Association, Inc., shall have the right to levy an annual assessment against all lots in this subdivision, except Lots 61 - 69, inclusive, (those lots which are subject to assessment being hereinafter referred to as "assessable lots") in such amounts as may be deemed appropriate by said association's Board of Directors for the management and operation of the association and for the general purposes and objectives of the association as set forth herein and in its Articles of Incorporation and Bylaws.

2. Special Assessments. Said association shall also have the right to levy special assessments from time to time against the assessable lots in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance, and management; in the event of emergencies; or in the event the association's reserves are insufficient to cover expenditures for capital improvements or replacements.

LHA Declaration of Restrictions (as amended)

3. Assessments Levied Prorata. All assessments, whether annual or special, shall be on the basis of one two-hundred-twentieth (1/220) per assessable lot so that each owner of an assessable lot shall bear an equal pro rata share of the expenses of The Landings Homeowners Association, Inc.

4. Payment of Assessments. Procedures for the adoption of an annual budget, mailing of notices of the annual assessment, and collection of such annual assessment shall be as set forth in said association's Articles of Incorporation and Bylaws. Payment of any special assessment levied by the association's Board of Directors shall be due upon thirty (30) days written notice thereof on the date and in such installments as the Board of Directors may specify. Any assessment, whether annual or special, which is not paid when due shall be subject to a late charge of ten percent (10%) and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law.

ARTICLE XI

LIEN RIGHTS OF THE LANDINGS HOMEOWNERS ASSOCIATION, INC.

In the event any owner fails or refuses to pay when due any annual mowing fee or other expense billed to him by The Landings Homeowners Association, Inc., or any assessment levied by said association against his lot, said association shall have the right to file a Claim of Lien against any lot or lots in this subdivision owned by such owner. Said Claim of Lien shall be filed in the Public Records of Sarasota County, Florida, and a copy thereof shall be mailed to such owner at his last known mailing address. If such lien is not paid within ten (10) days after the filing thereof, the association shall have the right to foreclose the lien in the same manner as a mortgage or mechanic's lien foreclosure or in such other manner as may be permitted by law. In addition to recovery of the amount of the unpaid fee, expense or assessment, the association shall be entitled to recover from the owner any late charges and interest due thereon 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, late charges, interest and fees shall be secured by said lien.

ARTICLE XII

GENERAL PROVISIONS

1. Duration. The covenants and restrictions of this Declaration shall run with the title to each of the lots in this subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by Developer, The Landings Homeowners Association, Inc., The Landings Management Association, Inc., or the owner of any of such lots, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date hereof, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years each unless prior to the commencement of any such ten (10) year period an instrument signed by the then owners of two-thirds (2/3) of the lots in the subdivision terminating said covenants and restrictions in whole or in part has been recorded.<sup>4</sup>

2. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give Developer, The Landings Homeowners Association, Inc., The Landings Management Association, Inc., or any lot owner, in addition to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such proceedings shall be borne by the lot owner alleged to be in violation if such proceedings result in a finding that such owner was in violation of these covenants and restrictions. Such costs shall include

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<sup>4</sup> Florida Statute §712.05, as amended in 2007, establishes a requirement that homeowners associations renew their covenants within thirty (30) years of their most recent recording date and provided that such a renewal required the approval of two-thirds (2/3) of the members of such an association.

LHA Declaration of Restrictions (as amended)

reasonable attorney's fees, including attorney's fees for appellate proceedings, incurred by Developer or The Landings Homeowners Association, Inc., or The Landings Management Association, Inc., but not attorney's fees incurred by any lot owner in bringing an action against another lot owner. Failure by Developer, said associations, or any lot owner to enforce any of said Covenants or restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto.

3. Severability. Invalidity of any of the covenants and restrictions herein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

4. Amendment. This Declaration may be amended at any time and from time to time upon the recordation of an instrument executed by owners of not less than two-thirds (2/3) of the lots in the subdivision; 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 it; provided, however, that all such amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein.

5. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed by its undersigned duly authorized officers,

this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

## LHA Declaration of Restrictions (as amended)

The following is the original text of portions of the above that have been amended.

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<sup>1</sup> Submission of Plans. Two (2) complete sets of all plans and specifications for any such improvement or structure proposed for any lot in this subdivision shall be submitted to and approved by Developer prior to the commencement of construction or placement of such improvement. A landscaping plan shall include: (a) a landscaping scheme; (b) a listing of the plant stock included in the scheme; and (C) the size of such stock at the time of planting. A minimum of four shade trees shall be included in the landscaping plan. A site plan shall include a designation of the location, diameter and species of all existing trees and a designation of all trees to be removed. In addition, Developer may require submission of plans for the grading of any lot and plans reflecting the proposed elevation of the floor slab of any structure to be built on such lot. Any increase in the elevation of the existing grade of a lot shall be accomplished by the lot owner so as to not increase the surface water runoff from such lot onto neighboring properties. Whenever required by Developer, the owner of such lot shall also furnish a drainage plan for his lot. Developer may also require submission of samples of building materials proposed for use on any lot and may require such additional information as reasonably may be necessary for Developer to completely evaluate the proposed structure or improvement.

<sup>2</sup> Preliminary Drawings. In order to facilitate the preparation and ultimate approval of construction and landscaping plans, any lot owner may submit preliminary drawings or other writings prior to the preparation and submission of the final working drawings and specifications, and Developer agrees to review and indicate its approval, disapproval or recommendation on the matters reflected thereon.

<sup>3</sup> Approval Fees. Developer may adopt a schedule of reasonable fees for reviewing preliminary drawings or plans and specifications submitted to it for approval. The schedule may provide for additional fees for the review of any resubmitted preliminary drawings or plans and specifications. All such fees shall be payable to Developer, in cash, at the time that the preliminary drawings or plans and specifications are submitted or resubmitted to Developer.

<sup>4</sup> Setback Line. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and the like) shall be erected or placed upon any part of a lot such that any portion of said dwelling, building or structure (including eaves or overhangs) encroaches on any easement denoted on the plat of this subdivision or on any easement reserved unto or granted by Developer under the provisions of this Declaration or the aforesaid Declaration of Maintenance Covenants and Restrictions for The Landings or such that any portion is closer than thirty (30) feet to any portion of the front lot line (street line), within ten (10) feet from any side lot line, or within thirty (30) feet from the top of the bank of any lake, pond, or other body of water. No building shall be erected on a corner lot so that the setback from the street on which the building faces is less than twenty (20) feet or so that the setback from the side street is less than twenty (20) feet. Notwithstanding any of the above, terraces, patios, low platforms or steps, decks, swimming pool's and similar low, open, unroofed and unscreened construction may be erected within the setback areas, provided that such construction: (1) does not encroach on any of the aforesaid easements, (2) in the opinion of Developer, does not interfere with the exposure or view or reasonable privacy of adjoining or facing properties, and (3) is otherwise approved by Developer.

<sup>5</sup> Screening of Air Conditioner Compressors, Garbage Containers and Clothes Drying Area. 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 Developer. 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.

<sup>6</sup> Signs. No sign of any kind shall be displayed to public view on any lot except as follows:

- (a) Individual, ornamental house name or number plates may be displayed.
- (b) One temporary sign not exceeding 24" x 24' utilized in connection with the sale of a lot may be displayed on such lot. The color, format, nature, content, and location of such sign shall be subject to the written approval of Developer.

LHA Declaration of Restrictions (as amended)

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(c) During the course of construction on a lot, a construction sign not more than four square feet in size identifying the builder may be displayed on the lot. Such sign shall be promptly removed upon the issuance of a certificate of occupancy.

(d) Other signs may be displayed if such signs are approved by Developer as to size, design, location and content.