

THE LANDINGS HOMEOWNERS ASSOCIATION, INC.

RULES & REGULATIONS

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

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

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

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

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

RESTRICTIONS ON USE

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

EXTERIOR CONSTRUCTION AND MAINTENANCE

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

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

In the event any owner shall fail or refuse to maintain his residence, lot, or other improvements situated on said lot in full compliance with these restrictions, the Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by the Association or its duly

authorized agents shall not be deemed to be a trespass.

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

DRAINAGE and SWALES

Swales play an important role in ensuring proper drainage of storm water in The Landings. Therefore, proper maintenance of swales is an important responsibility of the owners of a property with swales and is a requirement of the Association's controlling documents. Steps must be taken by an owner to ensure that the depth of the swale is maintained and that nothing impedes water flow in the swale. If an owner wishes to construct a new driveway over a swale, piping beneath the driveway in a size sufficient to ensure water flow will be required before the Association approves the request. Any action affecting drainage requires approval by the Association.

SCREENING

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

PLAY STRUCTURES

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

Existing structures that are not in compliance with this section of our governing documents will be required to be removed upon transfer of the property.

CHILDREN'S TOYS

Owners must not allow toys, games, or bicycles to litter or remain unattended on the front lawns, driveways, streets, or other common area. When not in use, they must be moved to the rear of the residence.

MAILBOXES

The Association is responsible for the installation and maintenance for all members' mailboxes. If a mailbox is damaged due to the negligence of owner, his guest or by someone whose identity can be established, the Association will perform the repair and invoice the owner for the repair's actual cost. It is the owner's responsibility to be reimbursed by the responsible

party. Other maintenance (*e.g.*, due to a loose or leaning post) will be performed by the Association at no cost to the owner.

WALLS AND HEDGES

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

LANDSCAPING

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

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

An underground sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all landscaped lots. No tree, fence, shrub, or other landscaping which substantially obstructs the vision of drivers of motor vehicles shall be placed or permitted to remain on any corner lot.

TREES

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

Any severe tree-trimming or pruning (“hat-racking”) must be approved by the Association.

VEHICLES

No vehicle shall be parked in The Landings 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 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 only while loading or unloading or while parked inside a garage and concealed from public view. Only non-commercial passenger cars and passenger vans with seats behind the driver and windows on the sides and rear may be parked outside overnight.

In a temporary emergency situation, if a prohibited vehicle will not fit in the resident’s garage, it may remain outside overnight if it is parked in a designated parking area and the Main Gate is advised of the circumstances. These exceptions must be approved by an LHA Director.

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

The LMA is responsible for enforcing vehicle use and speed limits on the roads and the common areas. It is authorized to take certain actions for vehicle infractions, which can comprise vehicle decal suspensions and monetary fines. The LHA is obligated to enforce the parking restrictions and is authorized to impose monetary fines for violations. The LHA will take the following actions for parking violations:

- Issue a warning letter for a first violation;
- Impose a \$25.00 fine for a second violation within 90 days;
- Impose a \$50.00 fine for a third violation within 180 days; and
- Impose a \$100.00 fine for the fourth and subsequent violations.

Landings roads are used by pedestrians and bicycles in addition to vehicles and many of our roads are narrow and curved; please drive safely and courteously.

Please refer to the LMA's Rules and Regulations (contained in The Landings Residents Handbook and online from *The Landings Eagle* and the Landings website, www.thelandingsofsarasota.com, for obtaining resident vehicle access to The Landings and the regulations regarding vehicle use in The Landings.

SIGNS

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

PETS

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

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

RENTALS

The Association requires that owners that intend to lease their home submit a written application and make payment of an application fee before executing the lease. The rules of the Association provide for a minimum of thirty (30) days to act upon such an application and, therefore, might not approve an application received less than thirty (30) days prior to the start date of the proposed lease.

The section of Sarasota County zoning law that pertains to properties in the Association prohibits rentals of less than thirty (30) days and more than one such rental in any thirty day period. In addition, rentals of less than six (6) months are subject to Sarasota County's sales tax and the State of Florida tourism tax and require the owner to obtain a license for such rentals.

BOARDING UP RESIDENCES

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

NUISANCE COMPLAINTS

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

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

LANDINGS RACQUET CLUB

Homeowner membership in the Club is optional. The membership will pass automatically to the buyer of an Association home. However, if at the time of transfer of ownership of an optional member's property, the successor owner relinquishes the right of membership by a release accepted by the Club, the member may transfer the optional membership to another property in The Landings where membership is optional. Buyers should contact the General Manager of the Club to request its form for recording the transfer of membership. More information may be obtained from the Landings Racquet Club Manager.

Tenants of an Association residence that has an optional membership should contact the Club and provide the Club the information necessary to permit the tenant's use of the membership for the term of the lease.