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



WHEREAS, the Declaration of Maintenance Covenants and Restrictions on the Commons for The Landings (hereinafter the "Master Covenants") were adopted on January 9, 1980 and were recorded on May 19, 1980 in Official Records Book (hereinafter "O.R.B.") 1372, Page 1217 of the Public Records of Sarasota County,; and

WHEREAS, the Master Covenants have been amended on numerous occasions as indicated by instruments recorded in the Public Records of Sarasota County, Florida, and

WHEREAS, The Landings Management Association, Inc. (hereinafter the "LMA") desires to amend the Master Covenants and to restate the Master Covenants in their entirety; and

WHEREAS, the President of each of the component associations acting as Delegate Voters for the entire residential membership, and the owners of commercial property that constitute controlling commercial owners, have signed or joined in this Amended and Restated Master Declaration thereby satisfying the existing amendment procedure.

NOW THEREFORE, The Landings Management Association, Inc. does hereby amend and restate the Master Covenants for the purpose of integrating the provisions of the original Master Covenants, together with adopted amendments and supplements, and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the property and binding on all existing and future owners, and all others having an interest in the lands or occupying or using the property.

1. PROPERTY SUBJECT TO THESE MASTER COVENANTS. The lands subject to and governed by these covenants and restrictions are located in Sarasota County, Florida, and are described in Exhibit "A" of the original Master Covenants, as amended, which instruments were recorded in Official Records Book 1372, page 1238; Official Records Book 1677, page 237; Official Record Book 1706, page 462; Official Records Book 1837, page 889; Official Records Book 1837, page 889; Official Records Book 1843, page 1415; Official Records Book 1858, page 1403; Official Records Book 1865, page 1135; Official Records Book 1881, page 2659; Official Records Book 1892, page 2177; Official Records Book 1923, page 2078; Official Records Book 1936, page 2556; Official Records Book 1937, page 2217; Official Records Book 1943, page 2126; Official Records Book 1952, page 1412; Official Records Book 1967, page 1502; Official Records Book 1969, page 1110; Official Records Book 1994, page 1283; Official Records Book 2001, page 2607; Official Records Book 2009, page 1729; Official Records Book 2017, page 670; Official Records Book 2094, page 555; Official Records Book 2101, page 1706; Official Records Book 2129, page 2152; Official Records

Book 2149, page 1181; Official Records Book 2182, page 939; Official Records Book 2194, page 1772; Official Records Book 2234, page 362; Official Records Book 2315, page 876; Official Records Book 2454, page 1344; Official Records Book 2462, page 188; Official Records Book 2491, page 1753; Official Records Book 2506, page 1891; Official Records Book 2513, page 2937 which references the plat of The Cloisters at the Landings according to the plat thereof as recorded in Plat Book 33, page 45; Official Records Book 2556, page 1785; Official Records Book 2740, page 1003; Official Records Book 2909, page 2518; Official Records Book 3087, page 792, and Official Record Instrument #1998108761, 4 pages, less and except the lands described in Official Records Book 1745, page 2122 to the extent such lands were not thereafter submitted by a developer after being withdrawn by amendment recorded at Official Records Book 1745, page 2119, all of the Public Records of Sarasota County, Florida. Said lands shall henceforth be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations, easements, charges and liens hereinafter set forth without necessity of specific reference hereto. Absence of such specific reference to these covenants in any subsequent conveyance or 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 these Master Covenants, shall have the following meanings:

(a) "Assessable Property" shall mean such portion of the Property as is subject to assessment by the terms of Paragraph 3 below.

(b) "Association or LMA" shall mean The Landings Management Association, Inc., a Florida corporation not for profit, which corporation has been formed for the primary purpose of owning, improving, maintaining and managing the common areas of The Landings. Copies of the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of said corporation are attached hereto as Exhibits "A" and "B".

(c) "Commercial Member" means the record owner of legal title to Commercial Property.

(d) "Commercial Property" shall mean commercial, business or professional property subject to these Master Covenants, which commercial property was described in Exhibit C to the original Master Covenants, as amended. As of the date of adoption of these Amended and Restated Master Covenants, there are twelve Commercial Properties.

(e) "The Commons" or "Common Areas" shall mean all real property (or interest therein) located in The Landings which may hereafter be specifically set aside for the common use and enjoyment of owners in The Landings.

(f) "Component Association" means a neighborhood or condominium association created by a developer to operate a portion of the Residential Property. A list of component associations is attached as Exhibit C.

(g) "Controlling Class C Members" shall mean such of the owners

of the Commercial property as are collectively responsible for the payment of more than one-half of the total annual maintenance assessment levied against all of the Commercial Property.

(h) "Covenants or Master Covenants" shall mean this "Declaration of Maintenance Covenants and Restrictions on The Commons for The Landings, as amended."

(i) "Easement Parcels" shall mean all of the property described in Exhibit "F attached to the Master Covenants by the Fourth Amendment thereto, as further amended."

(j) "Entrance Property" shall mean collectively the Easement Parcels and "Tract C" and "Tract D" of The Landings - Unit One, as per plat thereof recorded in Plat Book 27, pages 12 through 12F, inclusive, Public Records of Sarasota County, Florida.

(k) "The Landings or Property" shall mean all of the property, including Common Area, now or hereafter subject to these Master Covenants.

(l) "Lot" shall mean and refer to a discrete residential lot reflected on a recorded subdivision plat of lands forming a part of The Landings and to a residential condominium unit within a condominium within the Landings. The term "Lot" shall be synonymous with "Parcel" as that term is defined in Section 720.301(11), Fla. Stat. The term "Lot" shall not include any land that is Common Area.

(m) "Member" shall mean and refer to every person or entity required to be member pursuant to Paragraph 4 of these Master Covenants.

(n) "Neighborhood Common Areas" shall mean any and all real property (or interest therein) located within The Landings which was 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.

(o) "Owner" shall mean the record owner, whether one or more persons or legal entities, of the legal title to any Residential or Commercial Property".

(p) "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.

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 the LMA 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 to any governmental body, as reflected on any plats of portions of The Landings or in any other recorded document.

(c) The Commons.

(d) Neighborhood Common Areas.

4. REQUIRED MEMBERSHIP IN LMA. All owners of property subject to assessment by the terms of Paragraph 3 above shall be required to become members of the LMA and to maintain such membership in good standing. Membership shall be automatically acquired upon acquisition of the record legal 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 property.

5. THE COMMONS. The Commons shall be deemed to include all real property (or interest therein) located in The Landings which were specifically set aside or deeded to the LMA by Developer for the common use and enjoyment of owners in The Landings as members of the LMA. 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 these Master Covenants or other recorded instrument or plat; and also include: pedestrian sidewalks and walkways; bicycle paths; street and pathway lighting; parks and common open space. The Commons include, but are not limited to, the property described in those certain deeds recorded in Official Records Book 1415, Page 32; Official Records Book 1937, Page 2219; Official Records Book 2315, Page 891; Official Records Instrument #1998127062; Official Records Instrument #1998151695; and Official Records Instrument #2002023578, and easements recorded in Official Records Book 1530, Page 261; Official Records Book 1530, Page 263; Official Records Book 1530, Page 265; Official Records Book 1913, Page 114; Official Records Book 1936, Page 2550; Official Records Book 1964, Page 1965; Official Records Book 1964, Page 1968; Official Records Book 1964, Page 1977; and Official Records Book 1985, Page 1113; all of the Public Records of Sarasota County, Florida.

Those areas set aside for the exclusive use of owners in a particular subdivision or condominium (sometime referred to as "Neighborhood Common Areas) shall not be deemed to be a part of The Commons.

6. OWNERSHIP, USE, AND MAINTENANCE OF THE COMMONS. The LMA shall have the duty and assume the expense of maintaining each respective portion of The Commons. Every property owner shall have the nonexclusive right to use and enjoy The Commons as and when made available for general usage by LMA in the manner hereinafter recited and subject to the following provisions:

(a) 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) shall be deemed to have been granted to all Owners (and their grantees) of residential property and their respective guests, invitees, tenants, and domestic help; representatives of utilities and delivery, pick up 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. (Commercial Owners, and their invitees, guests, and tenants, have been granted a non-exclusive and perpetual right of ingress and egress over and across only the Entrance

Property).

(b) The LMA has the right, but not the obligation, from time to time to control and regulate all types of traffic on the private roads, including the right to control vehicular access to said roads, the right to prohibit use by traffic which, in the opinion of the LMA, 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. The LMA 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 if the location of the same will, in the sole opinion of the LMA, 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 6(b) shall thereafter be of no force and effect as to the property so acquired.

(d) The LMA 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) Common areas may be used for purposes designated by the LMA including, without limitation, vehicular, pedestrian, bicycle and other permitted traffic on 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 the LMA deems appropriate. The LMA has adopted rules and regulations to regulate and govern conduct and use of the Commons and, from time to time, may modify and amend the same provided they are not contrary to these Master Covenants and other restrictions on the usage thereof. The LMA 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.

(f) No person shall, without the written approval of the LMA, 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 LMA; 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.

(g) The LMA 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.

7. RESERVATION OF EASEMENTS. Developer reserved unto itself and assigned to the LMA 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, 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 the LMA 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, the LMA shall repair any damage to such area occasioned by LMA's actions and shall restore such area as nearly as practicable to its condition prior to LMA'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 LMA should in the exercise of its rights under this easement damage any property subject to this easement, LMA shall repair such damage and restore such property as nearly as practicable to its condition prior to the LMA's actions.

8. MEMBERSHIP PARTICIPATION AND VOTING IN LMA. Every owner of property subject to assessment by the terms of Paragraph 3 above shall be a member of the LMA and, except for the owners of the Commercial Property (whose participation in the LMA affairs is limited and defined by the provisions of Paragraph 14 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 11 below. Votes may be cast as provided in the Articles of Incorporation and Bylaws.

9. DUTIES OF ASSOCIATION. The LMA has been organized for the purpose of operating, maintaining, managing and improving the common areas and for the purpose of enforcing these covenants and restrictions as such rights of enforcement were assigned to it from time to time by Developer. In the furtherance of such objectives, the LMA 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.

10. 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. Assessments against the Residential Property shall be based on the "assessment share" of such property or portion thereof as determined in accordance with the provisions of Paragraph 11 below. Assessments against all

Commercial Property shall be made, in accordance with the provisions of Paragraph 12 below, for the purpose of defraying Association expenses for the maintenance of the Entrance Property.

11. ASSESSMENT OF RESIDENTIAL PROPERTY. Except for that portion of Association expenses borne by owners of Commercial Property pursuant to the terms of Paragraph 12 below, all expenses of the LMA shall be charged to and payable by assessments against all of the Residential Property. The share of the total assessment levied against said Residential Property allocable to each Lot within said Residential Property shall be determined as follows:

(a) There shall be allocated to said assessable Residential property a total of seven hundred two (702) "assessment shares."

(b) The distribution of assessable shares among the twenty (20) residential projects within the Landings as of the date of the adoption of these Amended and Restated Master Covenants is as follows;

Association	Units	Association	Units
Homeowners	220	South VII	30
Treehouses	76	Villas at Eagles Point	16
Carriagehouse	44	Bayview I	24
Carriagehouse II	30	Lakeview	4
South I	20	Cloisters	10
South II	18	Eagles Point I	24
South III	42	Eagles Point II	20
South IV	26	Eagles Point III	20
South V	32	Eagles Point IV	20
South VI	22	Enclave at Eagles Point	4
Sub Total	530		172
Total	702		

(c) 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.

(d) All assessments levied against the assessable Residential property shall be apportioned among the owners thereof as of the date of the assessment 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 of all assessable property.

12. ASSESSMENT OF NON-RESIDENTIAL PROPERTY. The property described in Exhibit "C" to the original Master Covenants, as amended, was developed for commercial, professional or business office uses. Part of the two private roads providing access from U.S. Highway 41 to the Residential Property—also provides access to the Commercial Property such part being designated as "Tract C" and "Tract D" on the aforesaid plat of "The Landings - Unit One." Adjoining "Tract C" and "Tract D" at their respective intersections with U.

S. Highway 41 are four parcels (the "Easement Parcels"). The LMA was granted a nonexclusive easement over the Easement Parcels for installing, operating, maintaining, repairing, improving, and replacing landscaping, planters, lighting, walls, fences, signs identifying "The Landings" and other improvements of design and character in keeping with an attractive entrance to the Landings. The Easement Parcels, "Tract C", and "Tract D" are collectively referred to herein as the "Entrance Property". The LMA shall maintain the Entrance Property and all improvements thereon and landscaping and lighting thereof as part of the common areas of the Landings. In recognition of benefits accruing to the owners of the Commercial Property from the maintenance of the Easement Parcels by the LMA and from the utilization of "Tract C" and "Tract D" by present and future traffic for access to the Commercial Property fifty percent (50%) of the amount of all the LMA assessments, whether annual or special, for defraying the expense of operating, maintaining, repairing, improving and replacing (and creating reserves therefor) the Entrance Property and all improvements thereon and landscaping and lighting thereof, shall be attributed to the Commercial Property and paid by the owners thereof. C & M Associates was the owner of the Commercial Property and reserved and exercised the right to apportion the responsibility for said payments to specific parcels located within the Commercial Property. The apportionments were made by instruments duly executed and recorded in the Public Records of Sarasota County, and the provisions thereof 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 lien of any subsequent LMA 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 Commercial Property being less than fifty percent (50%) of the LMA assessments applicable to the Entrance Property.

13. PURPOSES OF ASSESSMENT AND BUDGET. Prior to November 20 of each year, the LMA shall establish and adopt a budget for the next fiscal year and thereupon levy an assessment against the assessable properties. Each such budget shall provide separately for the expenses and assessments attributable to the maintenance of the Entrance Property so that the portion of such assessments allocable to the owners of Commercial Property may be determined. The budget and assessments shall be in such amount as shall be deemed sufficient in the judgment of the LMA'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 the LMA, 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 the LMA.

(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 the LMA 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 gatehouse, but only when and to the extent authorized by the LMA.

(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 the LMA, including reimbursement of actual expenses incurred by officers and directors, if authorized by the board of directors.

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

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

14. 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, the LMA 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 Residential and Commercial property owners 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 the LMA. Said notice shall include a copy of the budget for the next fiscal year, or a notice that a copy of the budget is available upon request at no charge to the member, and shall specify the amount assessed against the property of such owner.

(ii) In the event the LMA should fail to notify any property owner 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 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 the LMA 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 residential and commercial owner on or before January 1 of the fiscal year and shall become delinquent if not paid by January 15.

(c) Commercial Member Recourse. Inasmuch as the Commercial members have no right to vote for the election of directors of the LMA, the Commercial 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 Commercial members, the following provisions shall apply:

(i) The Commercial 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 Commercial members shall notify the LMA in writing within thirty (30) days after the LMA gives notice to the Commercial members of the amount of the assessment. The notice to the LMA shall state that the amount of the assessment is contested and shall further state the amount which the controlling Commercial members deem should be the total annual maintenance assessment for the maintenance of the Entrance Property.

(ii) Notwithstanding any other provision hereof, the Commercial members shall not have the right to contest the amount of any annual maintenance assessment unless the amount the controlling Commercial 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 the LMA for the maintenance of said Entrance Property.

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

(iv) If the controlling Commercial members and the LMA 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 promulgated by 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 LMA. The decision of a majority of such arbitrators shall be final, binding, and conclusive on all members of the LMA, 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 Commercial members if the arbitrators affirm the amount of the annual maintenance assessment levied by the LMA. The LMA shall pay the cost of arbitration if the arbitrators affirm the amount proposed by the controlling Commercial members. In all other cases, the cost of arbitration shall be borne equally by the Commercial members, on the one hand, and the LMA,

on the other.

(v) The fact that the amount of any assessment payable by the Commercial members is contested or submitted to arbitration shall not exempt the Commercial 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 Commercial members for the next annual maintenance assessment, and the corresponding reduction in the assessment payable by the Residential members shall be credited to funds of the LMA held for purposes other than the maintenance of said Entrance Property.

15. SPECIAL ASSESSMENTS. The LMA 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 the LMA 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 the LMA. All special assessments shall be payable in the same manner as is provided above for the payment of the annual maintenance assessment. Commercial 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 Commercial members shall have thirty (30) days to contest the assessment after the date of the LMA's giving of notice thereof, and (2) if the controlling Commercial members and the LMA have not reached agreement within thirty (30) days after the controlling Commercial members' notice to contest the assessment, the dispute shall be submitted to arbitration.

16. SUPPLEMENTARY MATTERS REGARDING ASSESSMENTS. The following provisions shall apply to all assessments which the LMA is authorized to levy:

(a) Delinquency Charge and Interest. Any assessment not paid when due shall be subject to a delinquency charge equal to the greater of \$25.00 or five percent (5%) 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. All payments on account shall be applied first to interest, then to delinquency charges and attorney's fees, and costs, and finally to unpaid assessments, in such manner as determined by law. No payment by check is deemed received until the check has cleared.

(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 the LMA 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 the LMA, 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, the LMA shall furnish a certificate in writing signed by an officer or agent of the LMA 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. Any person other than the Owner who relies upon such certificate shall be protected thereby. The LMA may charge a reasonable fee for the preparation of the certificate, which fee must be stated in the certificate. The authority for the fee must be established in written resolution adopted by Board or in a written management contract.

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

(a) Creation of Lien. The lien of every assessment, together with interest and delinquency charges thereon and costs of collection thereof as herein provided, attached and become a charge on the property, and all improvements thereon, against which such assessment is made upon the recording of the original Master Covenants.

(b) Enforcement of Lien. In the event any assessment is not paid within thirty (30) days after the same is due, after providing the Lot Owner with forty-five (45) days written notice of intent to file a lien, the LMA shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida. In the event the assessment is not paid after filing the Claim of Lien, after providing the Owner with a forty-five (45) day written notice of intent to foreclose, said assessment lien may be enforced by the LMA by foreclosure suit in the same manner as a mortgage foreclosure or in such other manner as may be permitted by law. In the event the LMA 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.

18. CREATION OF RESERVES. The LMA 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.

19. 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.

20. ADDITIONAL RIGHTS OF LMA. During the course of development of The Landings, Developer delegated to component associations 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 component 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 the LMA shall have and may exercise such component association's right of approval, disapproval or enforcement as to such matter.

21. ASSIGNMENT OF RIGHTS AND DUTIES TO LMA. Developer reserved and exercised the right to assign and delegate to the LMA all of its rights, title, interest, duties and obligations created by the Master Covenants, and the LMA accepted such assigned or delegated rights, title, interest, duties and obligations, it being understood that the LMA 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.

22. EAGLES' NEST AREA. As of the date of recording the original Master Covenants, the property described as "Tract F" in The Landings, Unit One, as per plat thereof recorded in Plat Book 27, pages 12 through 12F, inclusive, Public Records of Sarasota County, Florida was not subject to the provisions of this Declaration. This property, approximately 7.4 acres in size, was owned by C & M Associates and was not intended for development. An eagles' nest was located on this property when the Landings was developed and eagles' have nested at the site from time to time thereafter. The LMA has acquired title to the site by deed recorded in Official Records Book 1936, Page 2549 of the Public Records of Sarasota County, Florida. 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. LMA 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.

23. 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 and shall remain in full force

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE LANDINGS MANAGEMENT ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation (hereinafter the "Articles") of The Landings Management Association (hereinafter the "LMA") were adopted on January 9, 1980, and were recorded in Official Records Book 1372, Pages 1242-1255 of the Public Records of Sarasota County, and

WHEREAS, the Articles have been amended by instruments filed with the Department of State and recorded in the Public Records of Sarasota County, Florida; and

WHEREAS, not less than a majority of the entire membership of the Board of Directors approved the amendments, and these Amended and Restated Articles of Incorporation, at a duly noticed Board meeting held on March 4, 2010, and

WHEREAS, there is no requirement for the members to vote on amendments to the Articles of Incorporation.

NOW THEREFORE, the following are adopted as the Amended and Restated Articles of Incorporation of The Landings Management Association, Inc.

ARTICLE I
NAME OF CORPORATION

The name of this corporation is The Landings Management Association, Inc. referred to hereinafter in these Articles as the "LMA."

ARTICLE II
PURPOSES

The general nature, objects and purposes of the LMA are:

A. To accept and hold title to, and thereafter to manage and administer the use of, the common areas of that certain property commonly known as "The Landings," which property is described in a "Declaration of Maintenance Covenants and Restrictions on The Commons for The Landings," as recorded in Official Records Book 1372, Page 1217, of the Public Records of Sarasota County, Florida, as amended (Master Covenants).

B. To manage, operate, maintain and control the usage of all land and water areas and improvements intended for the common usage of all owners of land in The Landings, including, without limitation, such private roads, sidewalks, pedestrian, bicycle and other pathways, lakes, ponds, waterways, parks, landscaping, conservation areas and other similar common areas (and the improvements thereon) as have heretofore been and shall hereafter be set aside for the common use and benefit of owners in The Landings, which areas are herein collectively referred to as "The Commons."

C. To take such action as may be deemed appropriate to promote the health, safety and social welfare of the owners of property within The Landings.

D. To provide, purchase, acquire, replace, improve, maintain and/or repair all improvements of the common areas including, without limitation, buildings, structures, streets, sidewalks, street lighting, landscaping, equipment, furniture

and furnishings, both real and personal, related to the promotion of the health, safety and social welfare of the members of the LMA as the Board of Directors in its discretion may determine necessary or appropriate.

E. To furnish or otherwise provide for private security, fire protection and such other services as the Board of Directors in its discretion determines necessary or appropriate, and to provide the capital improvements and equipment related thereto.

F. To undertake and carry out all of the duties and obligations which may be assigned to it as the master property owners' association under the terms and provisions of the Master Covenants or any declaration of restrictions or deed restrictions applicable to subdivided portions of The Landings.

G. To operate without profit and for the sole and exclusive benefit of its members.

ARTICLE III GENERAL POWERS

The general powers that the LMA shall have are as follows:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of any and all real or personal property related to the purposes or activities of the LMA; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the LMA and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish a budget and to fix assessments to be levied against all property located in The Landings which is subject to assessment pursuant to the Master Covenants for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the LMA and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements.

C. To enter into agreements with component associations for the collection of LMA assessments, if appropriate.

D. To place liens against any property in The Landings for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue for the operation of LMA's business.

E. To hold funds solely and exclusively for the benefit of the members of the LMA for the purposes set forth in these Articles of Incorporation.

F. To adopt, promulgate and enforce rules, regulations, Bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the LMA is organized.

G. To delegate such powers of the LMA as may be deemed to be in LMA's best interest by the Board of Directors.

H. To charge recipients of services rendered by the LMA and users of LMA property where such is deemed appropriate by the Board of Directors.

I. To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the LMA.

J. To borrow money for the acquisition of property or for any other lawful purpose of the LMA, and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the LMA for borrowed monies, and to secure the payment of such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of or agreement in regard to, all or any part of the real or personal property, or property rights or privileges of the LMA wherever situated.

K. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the LMA, the terms and provisions of the Master Covenants, and, wherever applicable or appropriate, the terms and provisions of any restrictions applicable to any portion of The Landings.

L. In general, to have all powers which are or may be conferred upon a homeowners association and a corporation not for profit by Chapters 617 and 720, Fla. Stat., and the laws of the State of Florida, except as prohibited herein.

ARTICLE IV MEMBERS

The members of this LMA consist of all of the owners of property located in The Landings which is subject to assessment. There shall be two classes of such members, as follows:

A. Residential Members. Residential members shall be all owners of condominium units in The Landings and all owners of residential lots. Residential members shall be represented in all matters concerning the LMA by a representative of the component association to which they belong. Owners of all such property shall automatically become Residential members upon acquiring record title to said property.

B. Commercial Members. Commercial members shall be all owners of the property within The Landings zoned for commercial, professional and business office uses. Owners of such property shall automatically become Commercial members upon acquisition of record title to such property. Commercial members shall be limited members in the LMA, having the right to vote only on the subject matter of maintenance of the Entrance Property. The obligation of the Commercial members for LMA expenses shall be limited to contribution toward the maintenance of said Entrance Property. The manner in which the Commercial members may exercise their vote and the extent to which the Commercial members shall be liable for LMA expenses is set forth in the Master Covenants.

C. Membership of any Residential or Commercial member in the LMA shall automatically terminate upon conveyance or other divestment of title to such member's unit, lot or parcel, except that nothing herein contained shall be construed as terminating the membership of any member who may own two or more units, lots or parcels in The Landings so long as at least one unit, lot or parcel is still owned by such member.

D. The interest of a member in the funds and assets of the LMA cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the

unit, lot or parcel which is the basis of membership in the LMA.

**ARTICLE V
VOTING**

A. Subject to the restrictions and limitations hereinafter set forth, each Residential member shall have one (1) vote for each "assessment share" (as such term is defined in the Master Covenants) attributed to property owned by such member; provided, however, that in the event of multiple ownership of any property, the member-owners thereof together, and not individually, shall be entitled to said one (1) vote for each such "assessment share."

B. Inasmuch as the voting rights of the Commercial members are limited to matters affecting the maintenance of the Entrance Property, the number of votes to which each Commercial member is entitled and the manner in which such voting rights may be exercised are set forth in and controlled by the terms of the Master Covenants.

C. Residential members shall be represented in the LMA solely and exclusively by the component association to which they belong, through the president of their respective association or through such other representative as their association's board of directors may appoint. Each component association shall represent its members with respect to all LMA matters and shall have that number of votes to cast which corresponds to the total number of votes held by its individual members according to the provisions of Article V, Paragraph A, above, and Article VI, Paragraph B, below. All notices and other official communications from the LMA to the component associations shall be to their respective presidents or other designated representatives. Only the presidents or other designated representatives shall have the right to cast votes and otherwise participate in membership meetings of the LMA, although any member shall have the right to attend such meetings.

D. Commercial members may represent themselves at all membership meetings of the LMA at which commercial members have a right to vote on matters affecting the Entrance Property. The vote attributable to any parcel owned by multiple owners may be cast by any of such owners; provided, however, that if more than one of the multiple owners attempts to cast the vote to which their parcel is entitled, said vote shall be apportioned equally among such of the multiple owners as cast the vote.

E. The Secretary of the LMA shall maintain a list of the members of the LMA and the number of votes to which each member is entitled as determined in the manner set forth in Article V, Paragraph A, above. Whenever any person or entity becomes entitled to membership in the LMA, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his or her name, address and legal description of such unit, lot or parcel; provided, however, that any notice given to or vote accepted from the prior owner of such unit, lot or parcel before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records of Sarasota County or make other inquiry to determine the status and correctness of the list of members of the LMA and shall be entitled to rely upon the LMA's records until notified in writing of any change in ownership.

**ARTICLE VI
BOARD OF DIRECTORS**

A. The affairs of the LMA shall be managed by a Board of Directors consisting of nine (9) Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the Bylaws of the LMA, but in no event shall there be less than three (3) nor more than nine (9) Directors.

The Directors shall be members of the LMA, or spouses of members.

B. All Directors shall be elected by the Residential members. Notwithstanding any other provision contained herein, at all elections of directors voting shall be cumulative, so that there shall be attributed to each unit, lot or parcel a number of votes equal to (a) the number of votes to which such unit, lot or parcel is entitled under the provision of Paragraph A of Article V above, multiplied by (b) the number of Directors then to be elected. The total number of votes thus produced for each unit, lot or parcel may be cast entirely for one candidate or distributed among two or more candidates as the person casting such votes may prefer. Elections shall be by plurality vote.

C. All Directors shall serve for terms of two (2) years. The terms shall be staggered, a mere majority to expire in odd-numbered years and one less than a majority in even-numbered years. Provided however, that either the Board or the membership shall have the authority to temporarily assign a one-year term to one or more director positions if necessary to reimplement a scheme of staggering the Board, to promote continuity of leadership, so that approximately one-half of the Board members are elected each year. Any elected director may be removed from office with or without cause by majority vote of the Residential members, but not otherwise.

ARTICLE VII OFFICERS

A. The officers of the LMA, to be elected by the Board of Directors, shall be a President, a Vice-President, a Secretary, a Treasurer, and such other officers as the Board shall deem appropriate from time to time. All Officers shall be elected from among the membership of the Board of Directors. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the LMA shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one (1) year in accordance with the procedure set forth in the Bylaws.

B. The Board of Directors, or the President with the approval of the Board of Directors, may employ personnel to conduct the affairs of the LMA and any such person or legal entity may be so employed without regard to whether such person or entity is a member of the LMA or a Director or officer of the LMA, as the case may be.

ARTICLE VIII CORPORATE EXISTENCE

The LMA shall have perpetual existence.

ARTICLE IX BYLAWS

The Board of Directors of the LMA shall adopt Bylaws consistent with these Articles. Bylaws may be altered, amended or rescinded by a majority vote of the Directors in the manner provided by such Bylaws.

ARTICLE X AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. An amendment shall be effective upon filing with the Department of State

and the recording of the amendment in the Public Records of Sarasota County, Florida. No amendment diminishing the voting rights of any class of members shall be effective without approval of such amendment by majority vote of the members of such class voting separately as a class.

ARTICLE XI
REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the corporation shall be at 2477 Stickney Point Road, Suite 118A, Sarasota, Florida 34231, and the registered agent at such address shall be Argus Property Management, Inc. The corporation may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE XII
BUDGET AND EXPENDITURES

The Board of Directors shall annually adopt a budget for the operation of the LMA for the ensuing year and for the purpose of levying assessments against all assessable property in The Landings, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget.

ARTICLE XIII
INDEMNIFICATION OF OFFICERS, DIRECTORS AND COMMITTEE MEMBERS

A. Indemnity. The LMA shall indemnify any person serving as a director, officer, or committee member to the fullest extent permitted under Florida corporate statutes.

B. Additional Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, agreement, vote of a majority of the voting interests of the members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

C. Insurance. The LMA shall purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the LMA would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article to the contrary, the provision herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

ARTICLE XIV
DISSOLUTION OF THE LMA

A. Upon expiration of the term of the Master Covenants, the LMA may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) of the members of the Board of Directors.

B. Upon dissolution of the LMA, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be

distributed in the following manner:

(1) Any property determined by the Board of Directors of the LMA to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.

(2) All remaining assets, or the proceeds from the sale of such assets, shall be distributed among the Residential members in proportion to the number of votes each such member then has.

The recitals set forth in these Amended and Restated Articles of Incorporation are true and correct and are certified as such by the Board of Directors.

Date: Apr: 17, 2010

Landings Management Association, Inc.

Robert J. Capro
By: Robert Capro, President

**AMENDED AND RESTATED BYLAWS
OF
THE LANDINGS MANAGEMENT ASSOCIATION, INC.**

WHEREAS, the Bylaws of The Landings Management Association, Inc. (LMA) were recorded in Official Records Book 1372, Page 1256 et seq., of the Public Records of Sarasota County, Florida, and

WHEREAS, the Bylaws were amended on numerous occasions by recorded instruments, and

WHEREAS, the LMA desires to amend the Bylaws in their entirety and cause the Amended and Restated Bylaws to be recorded in the Public Records of Sarasota County, Florida, and

WHEREAS, not less than a majority of the entire membership of the Board of Directors approved the amendments, and these Amended and Restated Bylaws, at duly noticed Board meetings held on March 4 and April 1, 2010, and

WHEREAS, there is no requirement for the members to vote on amendments to the Bylaws.

NOW THEREFORE, the following are adopted and recorded as the Amended and Restated Bylaws of The Landings Management Association, Inc.

**ARTICLE I
IDENTITY AND DEFINITIONS**

The LMA has been organized for the purpose of ownership, operation, improvement, and management of certain of the Common Areas of the development known as "The Landings," to enforce the Master Covenants, and to promote the health, safety and welfare of the owners of property within said development. The terms and provisions of these Bylaws are expressly subject to the Articles of Incorporation and to the terms, provisions, conditions and authorizations contained in the "Declaration of Maintenance Covenants and Restrictions on the Commons for The Landings" (herein referred to as the "Master Covenants"), as recorded in Official Records Book 1372, Page 1217, of the Public Records of Sarasota County, Florida. All words and terms used herein are defined in the Master Covenants and shall be used herein with the same meanings as defined in said Master Covenants.

**ARTICLE II
LOCATION OF PRINCIPAL OFFICE**

The principal office shall be located at 2477 Stickney Point Road, Sarasota, Florida 34231, or at such other place as may be established by resolution of the Board of Directors.

**ARTICLE III
MEMBERSHIP, VOTING, QUORUM AND PROXIES**

1. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by the members, shall be as set forth in the Master Covenants and Article IV and Article V of the Articles of Incorporation. The right of a member to vote may be suspended by the Board of Directors for the nonpayment of assessments delinquent in excess of 90 days.

2. A quorum at any meeting of the members shall consist of persons entitled to cast votes representing thirty percent of the total votes of the Residential members as determined in the manner set forth in Article V of the Articles of Incorporation.

3. All votes of Residential members shall be cast by a delegate of their component association, hereinafter referred to as a "Voting Delegate," who shall be the president of such association or such other representative as the Board of Directors of such component association may designate.

4. Voting Delegates may cast votes either in person or by written proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

5. Except where otherwise required by the provisions of the Articles of Incorporation, these Bylaws, or the Master Covenants, or where the same may otherwise be required by law, the affirmative vote of the holders of more than one-half of the total votes of the Residential members represented at any duly called members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all members.

6. The LMA shall be entitled to give all notices required to be given to the members by these Bylaws, the Articles of Incorporation or the Master Covenants to the Voting Delegate of each respective component association

ARTICLE IV ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. An annual meeting of the membership shall be held during February of each year at such date, time, and place as may be designated by the Board of Directors. Said annual meeting shall be held for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

2. Special meetings of the members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from members whose votes represent more than one-half of the total votes.

3. Each member shall be privileged to attend the annual and special meetings of members even though his or her vote may be cast only by a Voting Delegate.

4. Notice of a meeting of members shall state the time, place, date, and the purpose(s) for which the meeting is called. The notice shall include an agenda. The notice of any members' meeting shall be provided by one of the following methods: (1) mailed postpaid and correctly addressed, or (2) be hand delivered provided a signed receipt is obtained, or (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the Voting Delegate has consented to receive notice. Each Voting Delegate bears the responsibility of notifying the LMA of any change of address. Consent by a Voting Delegate to receive notice by electronic transmission shall be revocable by the Voting Delegate by written notice to the LMA. The mailing of the notice

shall be effected not less than twenty days, nor more than thirty days, prior to the date of the meeting. Notice must also be posted continuously at the Landings property for not less than twenty days before the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice and filed in the LMA's minute book. Any Voting Delegate may, by written waiver of notice signed by such Voting Delegate, waive such notice, and such waiver, when filed in the records of the LMA (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of such notice to such Voting Delegate.

5. If any members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Master Covenants, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

6. At meetings of the membership, the President or, in his or her absence, the Vice-President, shall preside or in the absence of both, the Voting Delegates present at the meeting shall select a chairman.

7. Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, provided the Association provides a letter or similar communication to each Voting Delegate that explains the proposed action. The communication shall include a form of consent to permit each Voting Delegate to consent to the proposed action, and instructions on consent procedures. The LMA may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the Voting Delegates having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within ninety (90) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members. Within thirty (30) days after obtaining such authorization by written consent, notice must be given to members or Voting Delegates who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

ARTICLE V BOARD OF DIRECTORS

1. The affairs of the LMA shall be managed by a Board of Directors consisting of nine Directors. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority attending a meeting at which a quorum is present shall constitute the action of the Board of Directors. Director terms shall be staggered as provided in the Articles.

2. Election of Directors. The following procedures shall apply to the election of directors:

(a) The Board shall appoint a nominating committee prior to each annual meeting of the members. The committee shall nominate or recommend persons for election to the Board, and shall generally recruit and encourage eligible persons to run as candidates for election to the Board.

(b) Any eligible person desiring to be a candidate may submit a self-nomination, in writing, not less than thirty (30) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.

(c) The ballot prepared for the annual meeting shall list all director candidates in alphabetical order. Ballots shall be mailed to all Voting Delegates with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting.

(d) Nominations shall also be accepted from the floor on the date of the election.

(e) Cumulative voting shall apply in accordance with the provisions of the Articles of Incorporation. The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.

(f) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies: the candidates shall automatically be elected and their names announced at the annual meeting.

3. Any vacancy occurring on the Board of Directors because of death, resignation, removal or other termination of services of any Director shall be filled by the Board of Directors. A Director appointed to fill a vacancy shall be appointed until the next annual meeting.

4. The term limit of a director, beginning with the February 2010 election, shall be three (3) consecutive two (2) year terms after the then current term of the director expires. A director may be reappointed or reelected to serve again after a one (1) year hiatus.

ARTICLE VI MEETINGS OF DIRECTORS

1. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of members.

2. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

3. Special meetings of the Board of Directors shall be held when called by the President of the LMA or by any two Directors. Members or Voting Delegates representing not less than twenty (20%) percent of the total voting interests may petition for an item of business to be discussed at a Board meeting.

4. Any director may attend any regular or special meeting of the Board of Directors by electronic means acceptable to the Board of Directors

without being physically present at such meeting, provided however, the use of any electronic means must permit all directors participating to simultaneously hear each other during the meeting, and that a quorum for such meeting shall not be constituted unless the number of directors physically present at such meeting shall be at least the number of directors required to constitute a quorum minus one. Each director can attend meetings electronically no more than four (4) times per year.

5. A quorum shall consist of a majority of the entire Board. Directors shall not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers. A vote or abstention from voting on each matter voted upon for each director present at a board meeting shall be recorded in the minutes.

6 Notice of Board meetings shall be given to Board members by telephone or one of the methods set forth in Article IV(4) of these Bylaws, which notice shall state the time, place, and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

7. The above-stated notice requirement also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of LMA funds, and to any body vested with the power to approve or disapprove, for the LMA, architectural decisions with respect to a specific parcel of residential property owned by a member of the LMA.

8. Written notice of any Board meeting at which (1) a special assessment will be considered, or (2) the purpose of the meeting is to address an issue added to the agenda by members via request from twenty (20%) of the voting interests, shall be provided to the Voting Delegates via one of the methods set forth in Article IV(4) of these Bylaws and posted at the Landings not less than 14 continuous days prior to the meeting. The notice shall state the nature, estimated cost, and description of each purpose to be funded by the special assessment, as applicable.

9. All Board meetings, except for meetings with the LMA's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privileges, and meetings with the LMA's attorney for the purpose of discussing personnel matters, shall be open to all members.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

(a) To call meetings of the members.

(b) To appoint and remove at pleasure all officers, agents and employees of the LMA, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to

prohibit the employment of any member, officer or Director of the LMA in any capacity whatsoever.

(c) To establish, levy and assess, and collect the assessments necessary to operate the LMA and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

(d) To adopt and publish rules and regulations governing the use of the Common Areas of The Landings or any portion thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

(e) To authorize and cause the LMA to enter into contracts for the day-to-day operation of the LMA and the discharge of its responsibilities and obligations.

i. All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the LMA shall obtain at least two competitive bids for any contract which requires payment exceeding ten (10%) percent of the total annual budget of the LMA (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape architects), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.

ii. Contracts must disclose any financial or ownership interest a board member, or any party providing maintenance or management services to the LMA, holds with the contracting party. Any contract between the LMA and an officer or director, or a non-natural entity in which an officer or director holds a financial interest, must comply with Section 617.0832 Fla. Stat., and be approved by not less than two-thirds of the entire membership of the board. At the next regular or special meeting of the members, the existence of the contract shall be disclosed to the members. Upon motion of any member, the contract shall be brought up for a vote and may be cancelled by a majority vote of the voting interests of the members present in person or by proxy. Should the members vote to cancel the contract, the LMA shall only be liable for the reasonable value of goods or services provided up to the time of cancellation, and shall not be liable for any termination fee, liquidated damages, or other form of penalty for such cancellation.

(f) To appoint such committees as the Board of Directors may desire and to grant to such committees such duties and responsibilities as the Board of Directors may deem advisable.

(g) To exercise for the LMA all powers, duties and authority vested in or delegated to the LMA, except those reserved to members in the Master Covenants or in the Articles of Incorporation.

(h) To fine.

i. In addition to the means for enforcement provided elsewhere herein, the LMA shall have the right to assess fines against a member or a member's guests or lessees, in the manner provided herein.

ii The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause to assert that a member or other persons is violating, or has violated, any of the provisions of the Master Covenants, the Articles of Incorporation, these Bylaws, or the rules and regulations of the LMA. If the Covenants Enforcement Committee determines that such probable cause exists, it shall report same to the Board of Directors.

The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of a residence which that person occupies, or to which that person is a lessee or a guest, if that person is not the owner, of the specific nature of the alleged violation, including a statement setting forth the provisions of the governing documents allegedly violated and a short and plain statement of the matters asserted by the LMA, and advising of an opportunity for a hearing before the Committee (as defined in subparagraph (iii) hereafter). The Board notice shall state the date, time and place of the hearing.

The Board notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which the violation continues shall be deemed a separate offense, subject to a separate fine, not to exceed One Hundred (\$100.00) Dollars for each offense provided that the total amount of fines for that separate offense shall not exceed \$2,500.00 exclusive of interest, costs and attorney fees. The Board notice shall further specify, and it is hereby provided for an alternative procedure available only for first time violations and not for recurring violations, that in lieu of a hearing, the alleged violator or member may respond in writing to the notice, within fourteen (14) days of its date, acknowledging that the violation or violations occurred as alleged and promising that the violation or violations will henceforth cease and will not recur. Such acknowledgement and promise and performance in accordance therewith shall terminate further enforcement activity by the LMA with regard to the violation and no fines shall be levied.

iii. A committee of three or more members appointed by the Board of Directors (hereinafter the "Committee"), none of whose members shall be officers, directors, or employees of the LMA, or the spouse, parent, child, brother, or sister of an officer, director or employee, shall hold the same on the date and time and at the place set forth in the notice, and shall hear and receive the response of the violator and member if other than the violator, including written and oral argument on all issues involved and shall hear any witnesses that the alleged violator, the member, or the Board of Directors, or its agents, may produce. Any party at the hearing may be represented by counsel.

iv. At or subsequent to the hearing, the Committee shall

determine whether there is sufficient evidence of a violation or violations as provided herein. If the Committee determines that there is sufficient evidence to support a finding that a violation or violations occurred, it shall send a written notification to the violator, and the member if other than the violator, and the Board of Directors announcing its finding that a violation or violations occurred and notifying the violator, and member if other than the violator, that fines will be assessed and levied as provided herein unless the violation is corrected within ten (10) days from the notice of the Committee. No further notice or hearing shall be necessary to enable the Board to levy fines for an uncorrected violation, or violations, or for recurring violations substantially similar to violations for which a hearing opportunity was previously provided.

v. A fine pursuant to this section shall be assessed against a residence which the violator occupied or was visiting at the time of the violation, whether or not the violator is an owner of that residence, and shall be promptly paid to the LMA by the owner of that residence. The owner of that residence shall be liable for attorney's fees and costs incurred by the LMA incident to the levy or collection of the fine, or both the levy and collection of the fine, including but not limited to fees and costs incurred in appellate proceedings. Any partial payments received by the LMA shall be first applied against attorney fees, then costs, then the unpaid fines.

vi. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various governing documents including but not limited to legal action for damages or injunctive relief. In the event such other means are pursued, the LMA shall not be required to comply with the procedures and provisions of this Article.

2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs.

(b) To supervise all officers, agents and employees, and to see that their duties are properly performed.

(c) With reference to assessments of the LMA:

(1) To fix the amount of the assessment against each member for each fiscal year in accordance with the provisions of the Master Covenants; and

(2) To prepare a roster of the members and assessments applicable thereto which shall be open to inspection by any member; and,

(3) To send written notice of each assessment to every member or Voting Delegate entitled thereto.

(d) To issue or to cause an appropriate officer or agent to

issue, upon demand by any authorized person, a certificate in recordable form setting forth whether any assessment has been paid; and, if not, the amount then due and owing. Any person other than the property owner who relies upon such certificate shall be protected thereby. The LMA may charge a reasonable fee for the preparation of the certificate, which fee must be stated in the certificate. The authority for the fee must be established in written resolution adopted by Board or in a written management contract.

(e) To make payment of all ad valorem taxes assessed against LMA property, real or personal.

(f) To pay all expenses incurred by the LMA for repairs, maintenance, services, insurance and other operating expenses.

(g) To enforce by appropriate legal means the provisions of the aforesaid Covenants, the Articles of Incorporation and these Bylaws.

ARTICLE VIII EMERGENCY BOARD POWERS

1. For purposes of this Article only, an emergency exists only during a period of time that the LMA, or the immediate geographic area in which the Landings is located, is subject to:

(a) a state of emergency declared by local civil or law enforcement authorities;

(b) a hurricane warning;

(c) a partial or complete evacuation order;

(d) Federal or State "disaster area" status, or

(e) a catastrophic occurrence, whether natural or man made, which seriously damages or threatens to seriously damage the physical existence of the common areas operated by LMA; such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest or act of terrorism.

(f) An emergency also exists for purposes of this Article if a quorum of the LMA's directors cannot readily be assembled because of such catastrophic event.

2. In the event of any emergency as defined above the Board may exercise the emergency powers described below and those authorized by Sections 617.0207 and 617.0303, Fla. Stat., as amended from time to time.

(a) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(b) The Board may name as an assistant Officer any member who is not a director to act in that Officer's place in case of an emergency.

(c) The Board may hold meetings with notice given only to those directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio.

The director or directors in attendance at such a meeting shall constitute a quorum.

3. Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the LMA.

4. Any officer, director or employee of the LMA acting with a reasonable belief that his or her actions are lawful in accordance with this emergency Article of the Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

ARTICLE IX OFFICERS

1. The officers shall be a President, a Vice-President, a Secretary, a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. All officers shall be members of the Board of Directors of The Landings.

2. All the officers of the LMA shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified, or until his earlier resignation or removal.

3. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all notes, leases, mortgages, deeds and all other written instruments.

6. The Vice-President shall perform all the duties of the President in his or her absence. The Vice-President shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall keep the records of the LMA, and shall record in a book kept for that purpose the names of all the members together with their component association affiliation and their addresses as registered by such members.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the LMA and shall disburse such funds as may be directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer, or his or her appointed agent,

shall keep proper books of account and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a member.

9. Delegation. The Board may delegate any or all of the functions of the Secretary or Treasurer to an agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions.

ARTICLE X RESIGNATIONS

1. Any director or officer may resign at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Landings properties owned by any director or officer shall constitute a resignation of such director or officer without need for a written resignation. Any officer or director delinquent in the payment of regular assessments in excess of 90 days shall constitute a resignation of such director without need for a written resignation.

2. Any Director who shall fail to attend three successive regular meetings of the Board of Directors shall be deemed to have resigned as a Director and the vacancy so caused shall be filled as specified in paragraph 2 of this Article, provided however that any such vacancy caused by the deemed resignation of a Director who shall be a member of a neighborhood property owners' association shall be filled only by a neighborhood property owners' association member acceptable to the Board of Directors, and any such vacancy caused by the deemed resignation of a member of a condominium association shall be filled only by a condominium member acceptable to the Board of Directors. Nothing herein shall preclude the re-appointment of the Director who shall be deemed to have resigned to fill such vacancy.

ARTICLE XI FISCAL MANAGEMENT

The provisions for fiscal management, as set forth in the Master Covenants and Articles of Incorporation, shall be supplemented by the following provisions:

1. The fiscal year shall be the calendar year.

2. The Board of Directors shall adopt a budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the LMA. The adoption of a budget shall not, however, be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional or special assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management; in the event of emergencies; or in the event that the reserves are insufficient to cover expenditures for capital improvements or replacements.

3. No loans shall be contracted on behalf of the LMA and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Board may authorize the pledge and

assignment of any regular or special assessment and the lien rights of the LMA as security for the repayment of such loans.

4. All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the LMA shall be signed or authorized by such officer or officers, agent or agents, of the LMA and in such manner as shall from time to time be determined by resolution of the Board of Directors.

5. All funds of the LMA not otherwise employed shall be deposited from time to time to the credit of the LMA in such savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select.

6. Fidelity bonds may be required by the Board of Directors from all officers and employees of the LMA and from any contractor handling or responsible for LMA funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the LMA and shall be a common expense of the LMA.

7. Social Activities. The Board shall have the authority to expend, in each fiscal year, not more than one (1%) percent of the Operating budget for social activities, including without limitation, parties held for the benefit of owners, residents, and employees of the LMA, get well cards, flowers, and similar social activities, all of which shall be a common expense of the LMA.

ARTICLE XII PARLIAMENTARY RULES

Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the LMA meetings when not in conflict with the law, the Master Covenants, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board to regulate the participation of members at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations.

ARTICLE XIII BOOKS AND RECORDS

1. The official records of the LMA shall consist of those that are designated official records in Chapter 720 Fla. Stat., those in any other applicable law, and those so designated in other parts of these Bylaws.

2. The official records shall be maintained and shall be open to inspection and available for photocopying by any member, or their authorized agents, at reasonable times and places within 10 business days after receipt of a written request for access.

3. By written resolution the Board shall adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying.

ARTICLE XIV AMENDMENTS

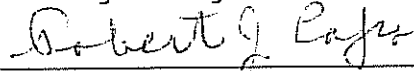
These Bylaws may be altered, amended or repealed by a majority vote of

the Directors attending a duly constituted meeting of the Board of Directors provided that the proposed alteration, amendment or repeal is contained in the notice of such meeting. An amendment shall be effective when a certificate of amendment setting forth the amendment and confirming the adoption of the amendment is signed by an officer of LMA and recorded in the Public Records of Sarasota County, Florida.

The recitals set forth in these Amended and Restated Bylaws are true and correct and are certified as such by the Board of Directors.

Date: April 7, 2010

Landings Management Association, Inc.



By: Robert Capor, President

Corporate Names of Component Associations at the Landings

- Homeowners - The Landings Homeowners Association, Inc.
- Treehouses - The Landings Treehouse Condominium Association, Inc.
- Carriagehouse - The Landings Carriagehouse Condominium Association, Inc.
- Carriagehouse II - The Landings Carriagehouse II Condominium Association, Inc.
- South I - The Landings South I Condominium Association, Inc.
- South II - The Landings South II Condominium Association, Inc.
- South III - The Landings South III Condominium Association, Inc.
- South IV - The Landings South IV Condominium Association, Inc.
- South V - The Landings South V Condominium Association, Inc.
- South VI - The Landings South VI Condominium Association, Inc.
- South VII - The Landings South VII Condominium Association, Inc.
- Villas at Eagles Point - The Villas at Eagles Point Condominium Association, Inc.
- Bayview I - Bayview at the Landings Community Association, Inc.
- Lakeview - Lakeview Homes Condominium Association, Inc.
- Cloisters - The Cloisters Homeowners Association, Inc.
- Eagles Point I - Eagles Point at the Landings I Condominium Association, Inc.
- Eagles Point II - Eagles Point at the Landings II Condominium Association, Inc.
- Eagles Point III - Eagles Point at the Landings III Condominium Association, Inc.
- Eagles Point IV - Eagles Point at the Landings IV Condominium Association, Inc.
- Enclave - The Enclave at Eagles Point Condominium Association, Inc.

CONSENT AND JOINDER OF ASSOCIATION

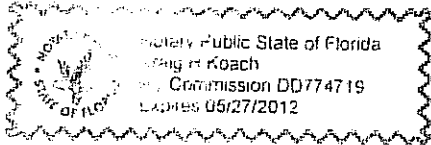
The undersigned President of the referenced corporation does hereby consent to and join in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings, on behalf of the corporation in its capacity of a component association of The Landings Association, Inc. (LMA), in accordance with the amendment requirements thereof.

The Landings Treehouse Condominium Association, Inc.

Louis E. Furlong
By: _____ President
Louis E. Furlong

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of February, 2010 by LOUIS E. FURLONG, as President of The Landings Treehouse Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced the following identification, IDENTIFICATION. If no type of identification is indicated, the above-named person is personally known to me.

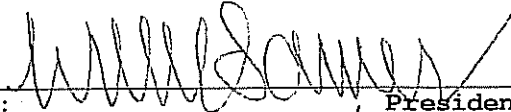


Craig H. Koach
Notary Public - State of FLORIDA
CRIG H. KOACH
Notary Print Name
My Commission Expires: _____

CONSENT AND JOINDER OF ASSOCIATION

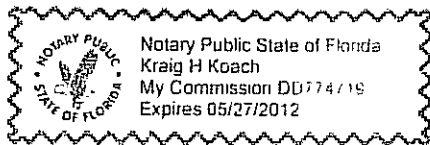
The undersigned President of the referenced corporation does hereby consent to and join in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings, on behalf of the corporation in its capacity of a component association of The Landings Association, Inc. (LMA), in accordance with the amendment requirements thereof.

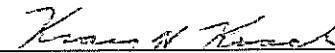
The Landings Carriagehouse Condominium Association, Inc.


By: _____, President
WALTER M. HAMER

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of February, 2010 by WALTER M. HAMER, as President of The Landings Carriagehouse Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced the following identification, DL DL 616. If no type of identification is indicated, the above-named person is personally known to me.




Notary Public - State of FLORIDA
CRAG H. KOACH
Notary Print Name
My Commission Expires: _____

CONSENT AND JOINDER OF ASSOCIATION

The undersigned President of the referenced corporation does hereby consent to and join in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for The Landings, on behalf of the corporation in its capacity as a component association of The Landings Management Association, Inc. (LMA), in accordance with the amendment requirements thereof.

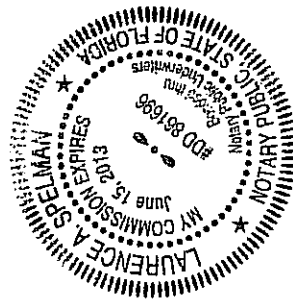
The Landings Carriagehouse II Condominium Association, Inc.

Dana D. Hummel, President
By: **Dana D. Hummel, President**

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4th day of February 2010 by DANA D. HUMMEL, as President of The Landings Carriagehouse II Condominium Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me.

Laurence A. Spelman
Notary Public – State of Florida
Laurence A. Spelman
Notary Print Name
My Commission Expires: June 15, 2013



CONSENT AND JOINDER OF ASSOCIATION

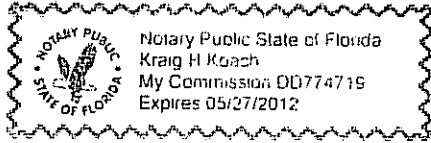
The undersigned President of the referenced corporation does hereby consent to and join in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings, on behalf of the corporation in its capacity of a component association of The Landings Association, Inc. (LMA), in accordance with the amendment requirements thereof.

The Landings South I Condominium Association, Inc.

David C Lewis
By: David C Lewis President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of February, 2010 by DAVID C. LEWIS, as President of The Landings South I Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced the following identification, Vc DL 21c. If no type of identification is indicated, the above-named person is personally known to me.



Craig H Koach
Notary Public - State of FLORIDA
CRAG H. KOACH
Notary Print Name
My Commission Expires: _____

CONSENT AND JOINDER OF ASSOCIATION

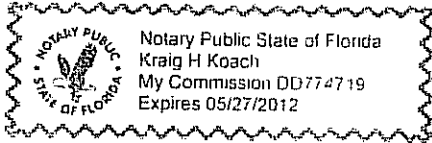
The undersigned President of the referenced corporation does hereby consent to and join in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings, on behalf of the corporation in its capacity of a component association of The Landings Association, Inc. (LMA), in accordance with the amendment requirements thereof.

The Landings South II Condominium Association, Inc.

R Blohm
By: _____, President
Ruediger Blohm

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of February, 2010 by RUEDIGER BLOHM, as President of The Landings South II Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced the following identification, _____. If no type of identification is indicated, the above-named person is personally known to me.



Kraig H Koach
Notary Public - State of FLORIDA
KRAIG H. KOACH
Notary Print Name
My Commission Expires: _____

CONSENT AND JOINDER OF ASSOCIATION

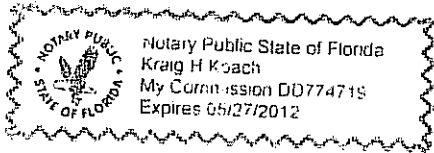
The undersigned President of the referenced corporation does hereby consent to and join in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings, on behalf of the corporation in its capacity of a component association of The Landings Association, Inc. (LMA), in accordance with the amendment requirements thereof.

The Landings South IV Condominium Association, Inc.

Patricia C. Decker
By: _____, President
PATRICIA C. DECKER

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of February, 2010 by PATRICIA C. DECKER, as President of The Landings South IV Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced the following identification, _____. If no type of identification is indicated, the above-named person is personally known to me.



Craig H. Koach
Notary Public - State of FLORIDA
CRIG H KOACH
Notary Print Name
My Commission Expires: _____

CONSENT AND JOINDER OF ASSOCIATION

The undersigned President of the referenced corporation does hereby consent to and join in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings, on behalf of the corporation in its capacity of a component association of The Landings Association, Inc. (LMA), in accordance with the amendment requirements thereof.

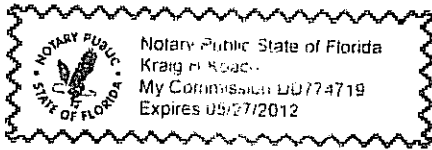
The Landings South V Condominium Association, Inc.

Richard F. Lindholm
By: _____, President

RICHARD F. LINDHOLM

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of February, 2010 by RICHARD F. LINDHOLM, as President of The Landings South V Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced the following identification, FLA DRIVER LICENSE. If no type of identification is indicated, the above-named person is personally known to me.



Krag H. Koch
Notary Public - State of FLORIDA
KRAG H. KOCH
Notary Print Name
My Commission Expires: _____

CONSENT AND JOINDER OF ASSOCIATION

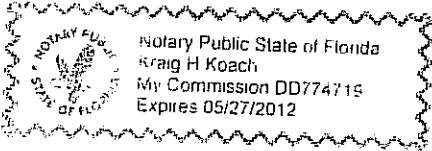
The undersigned President of the referenced corporation does hereby consent to and join in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings, on behalf of the corporation in its capacity of a component association of The Landings Association, Inc. (LMA), in accordance with the amendment requirements thereof.

The Landings South VI Condominium Association, Inc.

Robert J. Capo
By: _____, President
ROBERT J. CAPO

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of February, 2010 by ROBERT J. CAPO, as President of The Landings South VI Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced the following identification, _____. If no type of identification is indicated, the above-named person is personally known to me.



Kraig H Koach
Notary Public - State of FLORIDA
KRAIG H KOACH
Notary Print Name
My Commission Expires: _____

CONSENT AND JOINDER OF ASSOCIATION

The undersigned President of the referenced corporation does hereby consent to and join in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for The Landings, on behalf of the corporation in its capacity as a component association of The Landings Management Association, Inc. (LMA), in accordance with the amendment requirements thereof.

The Villas at Eagles Point Condominium Association, Inc.

[Handwritten Signature]
By: _____ President
Ronald L. Klein

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 1st day of ~~February~~ ^{March}, 2010 by Ronald L. Klein, as President of The Villas at Eagles Point Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced the following identification, _____. If no type of identification is indicated, the above-named person is personally known to me.

[Handwritten Signature]

Notary Public - State of
Pamala K. Casey
Notary Print Name
My Commission Expires: June 30, 2013



PAMALA K. CASEY
MY COMMISSION # DD 896472
EXPIRES: June 30, 2013
Bonded Thru Budget Notary Services

CONSENT AND JOINDER OF ASSOCIATION

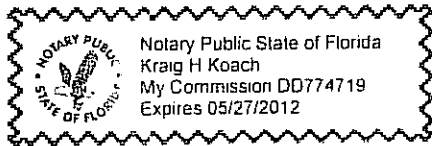
The undersigned President of the referenced corporation does hereby consent to and join in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings, on behalf of the corporation in its capacity of a component association of The Landings Association, Inc. (LMA), in accordance with the amendment requirements thereof.

Bayview at the Landings Community Association, Inc.

Terry R. Black
By: TERRY R. BLACK, President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of February, 2010 by TERRY R. BLACK, as President of Bayview at the Landings Community Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced the following identification, FLORIDA. If no type of identification is indicated, the above-named person is personally known to me.



Kraig H. Koach
Notary Public - State of FLORIDA
KRAIG H. KOACH
Notary Print Name
My Commission Expires: _____

CONSENT AND JOINDER OF ASSOCIATION

The undersigned President of the referenced corporation does hereby consent to and join in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings, on behalf of the corporation in its capacity of a component association of The Landings Association, Inc. (LMA), in accordance with the amendment requirements thereof.

Lakeview Homes Condominium Association, Inc.

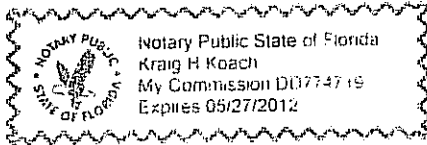
Norman Olshansky

By: _____ President

NORMAN Olshansky

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of February, 2010 by NORMAN OLSHANSKY, as President of Lakeview Homes Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced the following identification, FL DL LIC. If no type of identification is indicated, the above-named person is personally known to me.



Craig H. Koach
Notary Public - State of FLORIDA
KRAIG H. KOACH
Notary Print Name
My Commission Expires: _____

CONSENT AND JOINDER OF ASSOCIATION

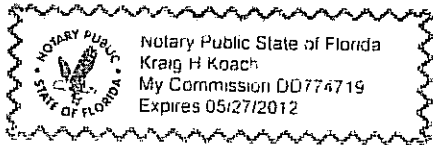
The undersigned President of the referenced corporation does hereby consent to and join in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings, on behalf of the corporation in its capacity of a component association of The Landings Association, Inc. (LMA), in accordance with the amendment requirements thereof.

Eagles Point at the Landings I Condominium Association, Inc.

[Handwritten Signature]
By: _____, President
JANE A. BERKEY

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of February, 2010 by JANE A. BERKEY, as President of Eagles Point at the Landings I Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced the following identification, FLORIDA. If no type of identification is indicated, the above-named person is personally known to me.

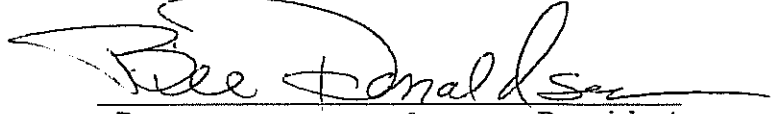


[Handwritten Signature]
Notary Public - State of FLORIDA
KRAIG H. KOACH
Notary Print Name
My Commission Expires: _____

CONSENT AND JOINDER OF ASSOCIATION

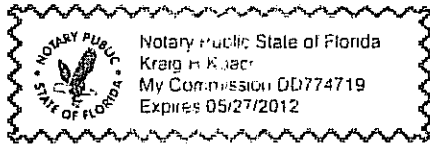
The undersigned President of the referenced corporation does hereby consent to and join in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings, on behalf of the corporation in its capacity of a component association of The Landings Association, Inc. (LMA), in accordance with the amendment requirements thereof.

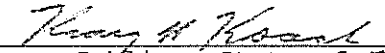
Eagles Point at the Landings II Condominium Association, Inc.


By: Bill Donaldson, President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of February, 2010 by BILL DONALDSON, as President of Eagles Point at the Landings II Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced the following identification, TELEPHONE CALL. If no type of identification is indicated, the above-named person is personally known to me.




Notary Public - State of FLORIDA
CRAG H. KOACH
Notary Print Name
My Commission Expires: _____

CONSENT AND JOINDER OF ASSOCIATION

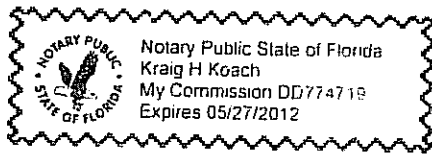
The undersigned President of the referenced corporation does hereby consent to and join in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings, on behalf of the corporation in its capacity of a component association of The Landings Association, Inc. (LMA), in accordance with the amendment requirements thereof.

Eagles Point at the Landings III Condominium Association, Inc.

Daniel J. Radman
By: *Daniel J. Radman* President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of February, 2010 by DANIEL J. RADMAN, as President of Eagles Point at the Landings III Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced the following identification, FLORIDA. If no type of identification is indicated, the above-named person is personally known to me.



Kraig H Koach
Notary Public - State of FLORIDA
KRAIG H. KOACH
Notary Print Name
My Commission Expires: _____

CONSENT AND JOINDER OF COMMERCIAL PROPERTY OWNER
LANDINGS SHOPPING CENTER
SARASOTA, FLORIDA

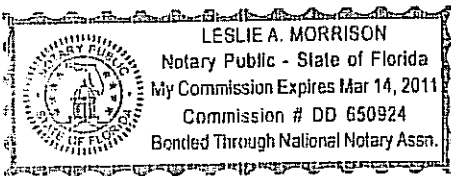
The undersigned is the owner of commercial property subject to the Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings as recorded in Official Records Book 1372, Page 1217 et seq. Public Records of Sarasota County, Florida, as amended, and in accordance therewith, hereby approves and joins in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings dated January 16, 2010.

Carol E Fisher TTEE
5089 Kestral Parkway S
Sarasota, FL 34231

By: *Carol E Fisher*, ~~President~~

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of February, 2010 by Carol E Fisher, as ~~President of~~ Carol E Fisher TTEE, a Florida individual, on behalf of the Self Property. She is personally known to me or has produced the following identification, Florida Drivers License. If no type of identification is indicated, the above-named person is personally known to me.



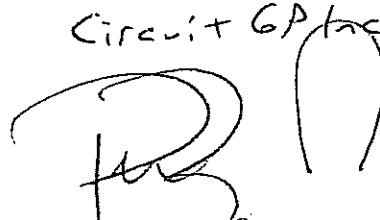
Leslie A Morrison
Notary Public - State of Florida

Notary Print Name Leslie A Morrison
My Commission Expires: Mar 14 2011

CONSENT AND JOINDER OF COMMERCIAL PROPERTY OWNER
LANDINGS SHOPPING CENTER
SARASOTA, FLORIDA

The undersigned is the owner of commercial property subject to the Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings as recorded in Official Records Book 1372, Page 1217 et seq. Public Records of Sarasota County, Florida, as amended, and in accordance therewith, hereby approves and joins in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings dated January 16, 2010.

Circuit Investors #2 LTD
Circuit City Store #3203
c/o Robert Balogh
777 Arthur Godfrey Blvd, #400
Miami Beach, FL 33140

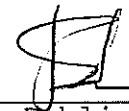
Circuit GP Inc


By: Robert Balogh, President

STATE OF Florida
COUNTY OF Miami Dade

March The foregoing instrument was acknowledged before me this 30th day of ~~February~~, 2010 by Robert Balogh, as President of Circuit GP Inc, a Texas Corporation, on behalf of the Circuit Investors #2 Ltd. He is personally known to me or has produced the following identification, personally known. If no type of identification is indicated, the above-named person is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
L. Ellingsworth
Commission #DD908578
Expires: SEP. 06, 2013
BONDED THRU ATLANTIC BONDING CO., INC.



Notary Public - State of

Notary Print Name Laura Ellingsworth
My Commission Expires: 9/6/13

CONSENT AND JOINDER OF COMMERCIAL PROPERTY OWNER
LANDINGS SHOPPING CENTER
SARASOTA, FLORIDA

The undersigned is the owner of commercial property subject to the Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings as recorded in Official Records Book 1372, Page 1217 et seq. Public Records of Sarasota County, Florida, as amended, and in accordance therewith, hereby approves and joins in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings dated January 16, 2010.

Wells Fargo Bank, National Association, successor by merger to Wachovia Bank, NA
C/O Corporate Properties Group
PO Box 36246
Charlotte, NC 28236

Wells Fargo Bank, National Association

By: *Teresa J. Terhune*
Name: *Teresa T. Terhune*
Title: *Lease Negotiator*

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of April, 2010 by TERESA T. TERHUNE, as VICE PRESIDENT of Wells Fargo Bank, National Association, successor by merger to Wachovia Bank, National Association, a national banking association, on behalf of the association. He/She is personally known to me or has produced the following identification, _____. If no type of identification is indicated, the above-named person is personally known to me.

Monica S. Cagnet
Notary Public - State Aforesaid

Notary Print Name
My Commission Expires:

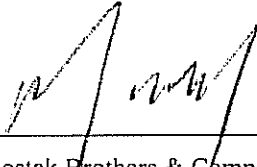


MONICA S. CAGNET
MY COMMISSION # DD 968384
EXPIRES: April 29, 2014
Bonded Thru Budget Notary Services

CONSENT AND JOINDER OF COMMERCIAL PROPERTY OWNER
LANDINGS SHOPPING CENTER
SARASOTA, FLORIDA

The undersigned is the owner of commercial property subject to the Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings as recorded in Official Records Book 1372, Page 1217 et seq. Public Records of Sarasota County, Florida, as amended, and in accordance therewith, hereby approves and joins in the adoption of the Amended and Restated Declaration of Maintenance Covenants and Restrictions on the Commons for the Landings dated January 16, 2010.

Landings of Sarasota FL LLC
17800 Laurel Park Dr N, Ste 200C
Livonia, MI 48152


BY: Schostak Brothers & Company, Inc.
Its Managing Agent

STATE OF Mich.
COUNTY OF OAKLAND

Mark S. Schostak
President and COO

The foregoing instrument was acknowledged before me this 16th day of ~~February~~, 2010 by _____, as President of APRIL, a _____, on behalf of the _____. He is personally known to me or has produced the following identification, _____. If no type of identification is indicated, the above-named person is personally known to me.


Notary Public - State of Mich.

Notary Print Name Rebecca L. Lapratt
My Commission Expires:

REBECCA L. LAPRATT
Notary Public, State of Michigan
County of Oakland
My Commission Expires Sep. 4, 2012
Acting in the County of OAKLAND