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SARASOTA COUNTY, FLORIDA
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AMENDED AND RESTATED COVENANTS
OF
THE LANDINGS RACQUET CLUB

Manasota MGT
Po Box 914 ✓
Osprey FL 34229

LANDINGS ASSOCIATES, a Florida general partnership, hereinafter referred to as "Developer," joined by THE LANDINGS DEVELOPMENT COMPANY, a Florida corporation, and C & M ASSOCIATES, a Florida general partnership, does hereby declare these Covenants to be applicable henceforth to that portion of the development know as "The Landings," in Sarasota County, Florida, as is more particularly described herein.

WITNESSETH:

WHEREAS, The Landings Development Company has developed certain lands located in Sarasota County, Florida, known generally as "The Landings" and referred to herein as "The Landings North"; and

WHEREAS, Developer and C & M Associates each own separate tracts of land lying south of and adjoining The Landings North, which tracts are referred to herein as "The Landings South"; and

WHEREAS, Developer and C & M Associates intend to improve and develop The Landings South for residential purposes as an extension of and an addition to "The Landings" development, and

WHEREAS, as part of the residential development of The Landings South, Developer intends to construct a clubhouse and related recreational facilities for the use and enjoyment of all residents within The Landings South and such residents of The Landings North as desire to utilize the Club Facilities; and

WHEREAS, Developer has caused to be incorporated under the Laws of the State of Florida as a corporation not for profit "The Landings Racquet Club, Inc.," hereinafter referred to as the "Corporation," which corporation has been chartered for the purposes set forth in its articles of incorporation and bylaws, including, without limitation, the purposes of enforcing these Covenants and operating, maintaining, improving, and managing the Clubhouse Property and Club Facilities for the use and benefit of the Corporation members;

NOW, THEREFORE, in consideration of the premises, Developer, joined by The Landings Development Company and C & M Associates, does hereby declare and establish these Covenants for the benefit of The Landings and the future owners of property therein and does hereby place upon the property hereinafter described the following covenants, liens, and restrictions, to-wit:

- 1 PROPERTY SUBJECT TO THESE COVENANTS The lands which hereafter shall be subject to and governed by these Covenants are located in Sarasota

County, Florida, and are described as Parcel 1 in Exhibit "A" attached hereto and in various amendments to these Covenants duly adopted and recorded. Said lands, referred to herein as The Landings South shall henceforth be held, transferred, sold, conveyed and occupied subject to these covenants, restrictions, reservations, easements, charges and liens hereinafter set forth without the 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 South shall not excuse the grantee or transferee from full compliance herewith, nor may any owner of property in The Landings South waive or otherwise avoid liability for the assessments provided herein by the asserted nonuse of the Club Facilities.

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

- a. "Developer" shall mean Landings Associates, its successors or assigns
- b. "The Landings South" shall mean all of the lands described as Parcel 1 in Exhibit "A" attached hereto and in the various amendments to these Covenants duly adopted and recorded
- c. The Landings North shall mean all of the following described lands:
 - (1) The Landings Carriagehouse, a condominium, according to the Declaration of Condominium recorded in Official Records Book 1410, page 2027, and as per plat thereof recorded in Condominium Book 15, page 35, Public Records of Sarasota County, Florida
 - (2) The Landings Carriagehouse II, a condominium, according to the Declaration of Condominium recorded in Official Records Book 1467, page 1634, and as per plat thereof recorded in Condominium Book 17, page 38, Public Records of Sarasota County, Florida
 - (3) The Landings Treehouse, a condominium, according to the Declaration of Condominium recorded in Official Records Book 1444, page 1, and as per plat thereof recorded in Condominium Book 17, page 3, Public Records of Sarasota County, Florida
 - (4) Lots 1 through 229, The Landings-Unit One, as per plat thereof recorded in Plat Book 27, page 12, Public Records of Sarasota County, Florida.
 - (5) Parcel 2 as described in Exhibit "A" attached hereto."
- d. "The Landings" shall mean all of the lands included within The Landings South and The Landings North.

- e. "Property" shall mean any platted subdivision lot or tract or other unplatted parcel of land and all improvements located thereon, or any condominium unit and all appurtenances thereto, located within The Landings.
 - f. "Assessable Property" shall mean such portion of the property subject to assessment by the terms of paragraph 3 below as to which assessment shares have been allocated by the terms of paragraphs 10 and 11 below
 - g. "Owner" shall mean the record owner, whether one or more persons or legal entities, of the fee simple title to any "property" as hereinabove defined.
 - h. "These Covenants" shall mean this instrument, "The Landings Racquet Club Covenants," and all the provisions hereof.
 - i. "Clubhouse Property" shall mean those lands described in Exhibit "B" attached hereto, together with such additional lands, or interest therein, as may be acquired by the Corporation from time to time hereafter.
 - j. "Club Facilities" shall mean the improvements and facilities described in paragraph 5 below
 - k. "Corporation" shall mean The Landings Racquet Club, Inc., a Florida corporation not for profit. Copies of the articles of incorporation and bylaws of the Corporation are attached hereto as Exhibits "C" and "D."
 - l. "Declaration of Maintenance Covenants" shall mean the Declaration of Maintenance Covenants and Restrictions of The Commons for The Landings, recorded in Official Records Book 1372, page 1217, Public Records of Sarasota County, Florida.
 - m. "The Commons" shall mean all that property defined as such in the Declaration of Maintenance Covenants.
3. LANDS SUBJECT TO ASSESSMENT. The Landings North consists of single-family lots and residential condominiums. Inasmuch as The Landings North has been developed prior to the effective date of these Covenants, no lot or condominium unit in The Landings North shall be subject to assessment by the Corporation without the consent of the owner of such lot or condominium unit. Such consent shall be deemed to have been given by an owner's application and approval for membership in the Corporation. The application and approval of a lot or condominium unit owner in The Landings North for membership in the Corporation shall cause his lot or condominium unit to be subject to assessment by the Corporation during the period of his membership in the Corporation. With

the exception of the Clubhouse Property, The Landings South is intended to be developed as multi-family housing (some or all of which may be in the form of condominiums) Inasmuch as The Clubhouse Property and Club Facilities are intended primarily for the benefit of the residents of The Landings South, every portion of The Landings South that hereafter is developed for, or restricted to, residential use is hereby declared to be subject to assessment by the Corporation in accordance with the provisions of paragraphs 9-16 below No property in The Landings South other than that developed for, or restricted to, residential use shall be subject to assessment By way of illustration, and not as a limitation, no part of The Clubhouse Property or The Commons and no property developed for commercial, office building, hotel, motel, restaurant, recreational, park, utilities, or government purposes shall be subject to assessment by the Corporation. As used in these Covenants, the term "residential use" shall not include any property developed as a hotel or motel but shall include any property developed as a time-sharing or interval ownership condominium, cooperative, or other facility if the individual units or apartments in such condominium, cooperative, or other facility are principally used as a lodging for persons, regardless of the duration of occupancy of the units or apartments by such persons

4. **MEMBERSHIP IN THE CORPORATION.** The Corporation has been formed for the general purpose of enforcing these Covenants and operating, maintaining, improving, and managing the Clubhouse Property and Club Facilities The purposes, objectives, and powers of the Corporation are set forth in detail in its articles of incorporation and bylaws. Provisions for membership in the Corporation applicable to property owners in The Landings South and property owners in The Landings North are as follows.
 - a. The Landings South. All owners of units, lots, or parcels included within the assessable property shall be members of the Corporation and shall be required to maintain such membership in good standing. Membership shall be acquired by an owner upon the initial allocation of one or more assessment shares to such owner's unit, lot, or parcel and thereafter shall pass to such owner's successors in title as an appurtenance to such unit, lot, or parcel. No initiation fees for membership in the Corporation shall be charged to any owner of property in The Landings South
 - b. The Landings North. No owner of property in The Landings North shall be required to become a member of the Corporation Membership in the Corporation shall be available, however, to those property owners who, upon application and payment of applicable membership initiation fees, are approved for membership by the Corporation's board of directors. All matters related to membership initiation fees for owners of property in The Landings North, including the amount thereof and whether they should be imposed, continued, or terminated, shall be determined by affirmative vote of two-thirds of the members of the Corporation's board of directors. Any membership initiation fees imposed by the board shall be uniform in

application, shall be paid to the Corporation, and shall be used for such corporate purposes as the board may direct. Membership in the Corporation of any property owner in The Landings North may be terminated in accordance with the provisions of the Corporation's articles of incorporation and bylaws. Upon termination of membership, no portion of the membership initiation fees shall be refunded. If membership is transferred to a successor owner of a member's property pursuant to Article V of the Corporation's articles of incorporation, such successor shall not be required to pay any membership initiation fees.

5. **THE CLUBHOUSE PROPERTY AND CLUB FACILITIES.** Developer has constructed on the Clubhouse Property a clubhouse, swimming pool, and tennis courts for the use and enjoyment of the Corporation members. All improvements and facilities constructed by Developer on the Clubhouse Property, together with such additions thereto made or to be made from time to time by the Corporation, are referred to herein as the "Club Facilities." The Club Facilities shall include the clubhouse, swimming pool, and tennis courts constructed by Developer (and any additions thereto) and, by way of illustration and not as a limitation, may include craft centers, spas, saunas, locker rooms, exercise and weight rooms, meeting rooms, offices, storage areas, restrooms, dining and kitchen facilities, putting greens, shuffleboard courts, boat docks, vehicles, boats, racquetball courts, snack bars and beverage bars, buildings, structures, streets, sidewalks, parking lots, lighting, landscaping, irrigation, walls, fences, signs, equipment, furniture, and furnishings.
6. **OWNERSHIP, USE, AND MAINTENANCE OF THE CLUBHOUSE PROPERTY AND CLUB FACILITIES.** Ownership, and responsibility for maintenance, of each portion of the Clubhouse Property, and the Club Facilities is vested in the Corporation. Every Corporation member shall have the nonexclusive right to use and enjoy the Clubhouse Property and the Club Facilities
7. **MEMBERSHIP PARTICIPATION AND VOTING IN THE CORPORATION.** Every member of the Corporation shall be entitled to participate directly in the affairs of the Corporation to the extent of one (1) vote for each "Assessment Share" attributed to such member's property as determined in the manner provided in Paragraphs 10 and 11 below; 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."
8. **DUTIES OF THE CORPORATION.** The Corporation has been organized for the purpose of operating, maintaining, managing, and improving the Clubhouse Property and Club Facilities and for the purpose of enforcing these Covenants. In the furtherance of such objectives, the Corporation 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. The Corporation shall also have 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.

9. ANNUAL MAINTENANCE ASSESSMENT. An annual maintenance assessment shall be levied by the Corporation against each unit, lot, or parcel included in the assessable property. Assessments shall be based on the "assessment share" of each such unit, lot, or parcel as determined in accordance with the provisions of paragraphs 10 and 11 below.
10. ASSESSMENT OF THE LANDINGS SOUTH PROPERTY. While all property developed for, or restricted to, residential use in The Landings South is subject to assessment by the Corporation, only that portion of such property as to which assessment shares have been allocated shall be liable for the payment of any assessments. Such portion is referred to herein as the "assessable property." Assessment shares shall be allocated to portions of The Landings South property subject to assessment in the following manner:
 - a. Condominium Units. Upon the first conveyance of title by Developer to any condominium unit intended for, or restricted to, residential use, there shall be allocated to such unit one assessment share.
 - b. Subdivision of Property. 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 initially allocated to such lots or units.
 - c. Appurtenances. Once assessment shares have been allocated to any unit, lot, or parcel, said assessment shares shall be an appurtenance to such unit, lot, or parcel and may not be separately conveyed, assigned, or encumbered thereafter except as an appurtenance thereto. Subject to the provisions of subparagraph (d) above, the assessment shares allocated to any unit, lot, or parcel may not be terminated or decreased for any reason, including, by way of illustration and not as a limitation, the destruction of any improvement, vacation of any plat, or termination of any condominium that may have given rise to such allocation. The assessment shares allocated to any unit, lot, or parcel may be increased, however, by the occurrence of any event that would have resulted in an allocation of assessment shares in the first instance.
11. ASSESSMENT OF THE LANDINGS NORTH PROPERTY. Upon the application and approval for membership in the Corporation of any lot or

condominium unit owner in The Landings North, there shall be allocated to such lot or condominium unit one assessment share, and such lot or condominium unit shall become part of the assessable property which is subject to assessment by the Corporation. Such lot or condominium unit shall remain part of the assessable property, and subject to assessment by the Corporation, for as long as the owner thereof maintains his membership in the Corporation.

12 PURPOSES OF ASSESSMENT AND BUDGET All expenses of the Corporation shall be charged to and payable by assessments against the assessable property. Prior to November 20 of each year, the Corporation shall establish and adopt a budget for the next fiscal year and thereupon levy an assessment against each unit, lot, or parcel included within the assessable property. Some of the Club Facilities, such as individual boat slips, may, because of their number, size, or nature, be unable to accommodate the Corporation membership generally. The Corporation may grant exclusive rights of use to such facilities to individual members of the Corporation who pay such reasonable fees and charges as may be established from time to time by the Corporation's board of directors for such exclusive rights of use. Each annual budget adopted by the Corporation shall provide separately for the expenses and charges attributable to the maintenance and use of such facilities so that the maintenance expense thereof shall be borne by those members who have the exclusive right to use such facilities. The budget and assessments shall be in such amount as shall be deemed sufficient in the judgment of the board of directors to enable it to carry out its purposes, which may include the following:

- a. To pay all ad valorem taxes assessed against the Clubhouse Property and against any and all personal property which may hereafter be acquired by the Corporation.
- b. To pay any other taxes assessed against or payable by the Corporation.
- c. To pay all expenses required for the operation, management, repair, maintenance, improvement, and replacement of the Clubhouse Property and Club Facilities
- d. To pay all utility charges incurred in connection with the operation of the Clubhouse Property and Club Facilities
- e. To acquire and pay for such casualty, liability, and other insurance coverage as the board of directors may deem necessary or desirable.
- f. To provide for management and accounting services, legal services, and such other professional and employee services as may be deemed appropriate by the board of directors.

- g To provide, in the discretion of the board of directors, a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements.
- h To pay the operating expenses of the Corporation, and/or reimbursement of actual expenses incurred by officers and directors, if authorized by the board of directors.
- i To repay any funds borrowed by the Corporation for any of its lawful purposes, including interest thereon.
- j To make such other expenditures as may be deemed necessary or desirable by the board of directors for the purpose of accomplishing the intent, purposes and objectives set forth in these Covenants.

13 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 Corporation shall notify by mail each owner of property then liable for the payment of the annual maintenance assessment for the next fiscal year in accordance with the following provisions:
 - (1) Notice of the annual maintenance assessment shall be mailed to each member individually at such member's address as the same is recorded in the records of the Corporation. Said Notice shall include a copy of the budget for the next fiscal year and shall specify the amount assessed against the property of such owner as well as the total amount assessed against the property of all owners.
 - (2) In the event the Corporation should fail to notify any such member of the annual maintenance assessment on or before the time specified above, the levy and lien (if applicable) of said assessment shall not be invalidated or otherwise affected, but the time for payment of same by any member 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 Corporation shall not excuse any owner from the payment of any assessment when due.
 - (3) Notice of the annual maintenance assessment for the next fiscal year need be sent by the Corporation only to owners of units, lots and parcels included in the assessable property as of the date of the notice. It is the duty of each owner of a unit, lot, or parcel to which an assessment share is allocated subsequent to the date of the notice to ascertain from the Corporation the amount of the annual maintenance assessment payable by such owner. Failure

to ascertain said amount shall not excuse any owner from the payment of any assessment when due

- b. Payment of Assessment All owners of units, lots, or parcels to which assessment shares have been allocated as of January 1 of the fiscal year shall pay, in accordance with the provisions hereinafter set forth, the full amount of the annual maintenance assessment for each assessment share allocated to their respective units, lots, or parcels. The annual maintenance assessment shall be paid by each such owner to the Corporation on or before January 1 of the fiscal year and shall become delinquent if not paid on such date. If one or more assessment shares are allocated to a unit, lot, or parcel, subsequent to January 1 of the fiscal year, the annual maintenance assessment amount per assessment share shall be prorated as of the date on which such assessment shares are allocated, and the owner thereof shall pay directly to the Corporation on such date said prorated amount for each assessment share allocated to his unit, lot, or parcel. The Corporation may, in the sole discretion of the Board of Directors, permit any membership class, or all membership classes, to pay the annual maintenance assessment due from such members in monthly or quarterly installments.

14. **SPECIAL ASSESSMENTS** The Corporation 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 Corporation 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 by the members not less than 30 days after notice thereof. Special assessments may be payable in installments if, and according to the schedule, approved by the Board of Directors of the Corporation. Notwithstanding any of the foregoing, no special assessment shall be charged to any unit, lot, or parcel as to which no assessment shares have been allocated as of the date on which the Board of Directors of the Corporation levies the special assessment.

15. **SUPPLEMENTARY MATTERS REGARDING ASSESSMENTS** The following provisions shall apply to all assessments that the Corporation is authorized to levy

- a. Delinquency Charge and Interest. Any assessment not paid when due shall be subject to a delinquency charge equal to 10 percent of such assessment and shall further bear interest from the date of delinquency until paid at the maximum legal rate for individuals in the State of Florida.
- b. Personal Obligation of Property Owner. Every assessment shall be the personal obligation of the owner of the individual parcel of property in The Landings against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid

within 30 days after the same is due, then the Corporation 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 Corporation, 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 Corporation shall furnish a certificate in writing signed by an officer of the Corporation showing the amount of unpaid assessments, if any, against any individual parcel of property in which such owner or mortgagee has an interest, the year or years for which any such unpaid assessments were assessed and levied, and any interest or other charges owing thereon. Such certificate, in the absence of fraud, shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

16 LIEN OF ASSESSMENTS ON THE LANDINGS SOUTH PROPERTY In order to provide an additional means to enforce the collection of the annual maintenance assessment and any special assessment, the Corporation shall have a lien against all property subject to assessment in The Landing South, together with all improvements thereon, as follows.

- a. Creation of Lien. The lien of every assessment, together with interest and delinquency charges thereon and cost of collection thereof as herein provided, shall attach and become a charge on the property, and all improvements thereon, against which such assessment is made upon the recording of these Covenants.
- b. Enforcement of Lien. In the event any assessment is not paid within 30 days after the same is due, the Corporation shall have the right to file a claim of lien in the Public Records of Sarasota County, Florida. Said assessment lien may be enforced by the Corporation by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event the Corporation 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 claim of 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, the lien of assessments levied by The Landings Management Association, Inc ,

and the lien of any bona fide mortgage hereafter placed upon such parcel prior to the recording by the Corporation 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

- d. Applicability The foregoing provisions of this paragraph 16 apply solely to property in The Landing South and do not in any way apply to property in The Landings North.

17. CREATION OF RESERVES The Corporation may, in the discretion of the board of directors, hold its funds either invested or uninvested and may set aside in reserve such portion of the annual maintenance assessment as the board may determine to be appropriate or desirable for expenditure in the years following the year for which the annual maintenance assessment is assessed.

18. NOTICES OF OWNERS. Any notice required to be given to any owner, or such owner's representative, under the provisions of these Covenants 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 the Corporation at the time of such mailing

19. RESTRICTIONS UPON USE No member of the Corporation shall:

- a. make any use of the Clubhouse Property or Club Facilities that violates any laws, ordinances, or regulations of any governmental body;
- b. fail to conform to and abide by the provisions of these Covenants, the Corporation's bylaws and articles of incorporation, and such uniform rules and regulations in regard to the use of the Clubhouse Property and Club Facilities as may be adopted from time to time by the Corporation's board of directors;
- c. permit or suffer anything to be done or kept in or on the Clubhouse Property that will cause damage to, or increase insurance rates on, the Clubhouse Property or the Club Facilities;
- d. commit or permit any public or private nuisance or illegal act in or on the Clubhouse Property,
- e. place or allow to remain in or on the Clubhouse Property anything which would be unsightly or hazardous;

- f. interfere with the use of any of the Club Facilities that have been assigned for the exclusive use and benefit of another member or make use of any of the other Club Facilities in such a manner as to abridge the equal rights of the other members to their use and enjoyment; or
- g. make any additions or alterations to the Clubhouse Property or the Club Facilities without the express consent of the Corporation's board of directors.

20. **LIMITATION ON USE OF CLUB FACILITIES** In order to conserve the Club Facilities and to preserve same for the maximum enjoyment and pleasure of all concerned, the use of the Club Facilities shall be limited only to the persons (and their occasional guests) actually in residence on any property subject to assessment by the Corporation. In the event any property subject to assessment is rented, the tenant and his family and occasional guests may use the Club Facilities to the exclusion of the owner of the property and his family. Persons in residence on property owned by multiple or corporate owners shall be entitled to use the Club Facilities during periods of such residence to the exclusion of the other multiple owners or corporate officials or their invitees.

Notwithstanding the above, the condominium associations and homeowners' associations governing the various portions of The Landings (collectively the "Local Associations,") and The Landings Management Association, Inc., a Florida corporation not-for-profit (the "Management Association"), shall have a right from time to time to hold meetings in the Club Facilities for the transaction of association business. Such meetings shall be limited to (a) annual, special, and regular meetings of Local Association members and boards of directors, and (b) annual, special and regular meetings of Management Association members, committees, and board of directors. Such meetings may be held only in the areas of the Club Facilities which are suitable for such purposes. The Corporation, acting through its board of directors, shall have a right to impose rules, regulations, and requirements with regard to such meetings, such as, without limitation, requirements for damage deposits, for sharing of utilities expenses, and for prior notification to the Corporation of meeting dates.

21 **MANAGEMENT AGREEMENT.** The Corporation, acting through its board of directors, is authorized to enter into an agreement with any person or legal entity, to act as managing agent to handle the administrative affairs of the Corporation and the maintenance of the Clubhouse Property or the Club Facilities upon such terms and conditions as the board may deem to be in the best interest of the Corporation members. The board of directors shall, however, retain at all times the power to adopt budgets, levy assessments, promulgate rules, and otherwise determine matters of a nonministerial character.

22 **REMEDIES FOR DEFAULT.** In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default by any

member of the Corporation in complying with the provisions and requirements of these Covenants, the Corporation's articles of incorporation and bylaws, and such rules and regulations as may be promulgated by the Corporation's board of directors shall entitle the Corporation to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the court for trial and appellate proceedings. During the continuance of any such default, the Corporation by action of the board of directors may deny use of the Club Facilities to such defaulting member. In the event of a default by a Class C member, the Corporation may terminate such member's membership in accordance with the provisions of the Corporation's articles of incorporation and bylaws.

23. **THE LANDINGS MANAGEMENT ASSOCIATION** The Clubhouse Property is subject to the provisions of the Declaration of Maintenance Covenants, pursuant to which The Landings Management Association, Inc., a Florida corporation not for profit, hereafter referred to as the "Management Association," has been granted the responsibility and authority to manage those areas of The Landings known as The Commons. The Management Association has been created for the benefit of all property owners in The Landings, and all such owners are required to become members of the Management Association.
24. **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 property in The Landings South and shall remain in full force and effect until terminated in accordance with the provisions of paragraph 27 hereof or otherwise according to the laws of the State of Florida.
25. **TERM** These Covenants shall be binding upon all owners of property in The Landings South and shall continue in full force and effect for a period of 50 years from April 17, 1984, after which time they shall be deemed to be automatically extended for successive periods of 10 years each unless prior to the commencement of any such 10 year period: (a) members of the Corporation holding at least two-thirds of the combined voting rights approve the termination of these Covenants, and (b) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Corporation and recorded in the Public Records of Sarasota County.
26. **AMENDMENTS.** These Covenants may be amended at any time and from time to time upon a vote of approval by two-thirds of the votes cast at a meeting at which a majority of the membership are present in person or by proxy and the recordation of an amendatory instrument executed by the president and secretary of the Corporation certifying that such approval has been obtained. All amendments shall reasonably conform to the general purposes of these Covenants set forth herein.

27. **GOVERNING LAW** The construction, validity, and enforcement of these Covenants shall be determined according to the laws of the State of Florida
28. **WAIVER.** Failure of the Corporation to insist upon strict performance of any provision of these Covenants with respect to any property in The Landings shall not be deemed to be a waiver of such provision as to such property unless the Corporation has executed in writing a waiver thereof. Any such written waiver of any provision of these Covenants by the Corporation with respect to any property in The Landings shall not constitute a waiver of such provision as to any other property.
29. **INVALIDATION** The invalidation of any provision or provisions of these Covenants by lawful court order shall not affect or modify any of the other provisions of these Covenants, which other provisions shall remain in full force and effect.
30. **USAGE.** Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

THE LANDINGS SOUTH

PARCEL 1.

Commence at the Southwest corner of The Landings – Unit One as recorded in Plat Book 27, pages 12-12F, Public Records of Sarasota County, Florida; thence S89°37'23"W, along the South boundary line of the Northeast ¼ of Section 7, Township 37 South, Range 18 East, 250.01 feet; thence leaving said South boundary line run South 758.98 feet; thence S07°04'17"E, 477.71 feet; thence S14°13'00"E, 95.05 feet; thence S15°30'00"W, 150.25 feet, thence S05°42'38"W, 201.00 feet to a point designated as Point A for convenience, thence S09°17'22"E, 187 feet more or less to the Mean High Water Line of Phillippi Creek for a Point of Beginning Thence N09°17'22"W, 187 feet more or less to said Point A, thence N05°42'38"E, 201.00 feet, thence N15°30'00"E, 150.25 feet, thence N14°13'00"W, 95.05 feet; thence N07°02'17"W, 477.71 feet; thence North 758.09 feet to the South boundary line of the Northeast ¼ of said Section 7, thence N89°37'23"E, along said South boundary line, 250.01 feet to the Southwest corner of said plat, The Landings – Unit One, thence continue N89°37'27"E, along the South boundary line of said, plat The Landings – Unit One, 863.14 feet, thence leaving said South boundary line S00°11'20"E, along the West boundary line of those lands described in O.R. Book 379, page 368, Public Records of Sarasota County, Florida, 545.45 feet to the Southwest corner of said lands described in O.R. Book 379, page 368; thence N89°48'40"E, along the South boundary line of said lands described in O.R. Book 379, page 368, 564.92 feet to a point on the West R/W line of Phillippi Shores Drive; thence S00°22'54"E, along said West R/W line, 152.69 feet to a point of intersection with the North R/W line of an unnamed 30 foot Road; thence S89°37'06"W, along said North R/W line, 175.00 feet; thence leaving said R/W line S00°22'54"E, 30.00 feet to the Northwest corner of Lot 23, Block 2, Phillippe Park, as recorded in Plat Book 2, page 13, Public Records of Manatee County, Florida (Plat Book A, page 45, Public Records of Sarasota County); thence continue S00°22'54"E, along the West boundary line of said Lot 23, 787 feet more or less to the Mean High Water Line of Phillippi Creek; thence meander along said Mean High Water Line in a Westerly, Southerly, and Westerly direction to the Point of Beginning.

PARCEL 2:

Commence at the Southwest corner of The Landings – Unit One, as recorded in Plat Book 27, pages 12-12F, Public Records of Sarasota County, Florida; thence S89°37'23"W, along the South boundary line of the Northeast ¼ of Section 7, Township 37 South, Range 18 East, 600.00 feet to a point designated Point A for convenience; thence leaving said South boundary line N00°22'37"W, 80 feet more or less to the Mean High Water Line of Roberts Bay for a Point of Beginning. Thence S00°22'37"E, 80 feet more or less to said Point A; thence N89°37'23"E, along the South boundary line of the Northeast ¼ of said Section 7, 600.00 feet to the Southwest corner of said plat, The Landings – Unit One; thence along the centerline of a drainage swale by the following four courses: N20°30'00"W, 215.00 feet; N01°00'00"E, 270.00 feet; N70°30'00"W,

545.00 feet; N33°30'00"W, 130 feet more or less to the Mean High Water Line of Roberts Bay; thence meander Southeasterly along said Mean High Water Line 825 feet more or less to the Point of Beginning. Commence at the Southwest corner of The Landings 0 Unit One as recorded in Plat Book 27, pages 12-12F, Public Records of Sarasota County, Florida; thence S89°37'23"W, along the South boundary line of the Northeast ¼ Section 7, Township 37 South, Range 18 East, 250.01 feet; thence leaving said South boundary line run South, 758.09 feet for a Point of Beginning. Thence East 431.76 feet; thence S79°00'00"E, 158.72 feet to a point on a curve having a Radius of 575.00 feet, and lying N79°00'00"W from the radius point, thence in a Southwesterly direction along said curve to the left, Arc 81.88 feet, Chord S06°55'14"W, 81.81 feet; thence by a curve to the left, Radius 1015.00 feet, Arc 283.80 feet, Chord S05°10'09"E, 282.88 feet; thence S35°23'06"W, 38.45 feet; thence N67°00'00"W, 129.00 feet; thence S53°00'00"W, 166.00 feet; thence West, 270.80 feet; thence N07°04'17"W, 477.71 feet to the Point of Beginning.

THE CLUBHOUSE PROPERTY

Exhibit "B"

Commence at the Southwest corner of The Landings – Unit one as recorded in Plat Book 27, Pages 12-12F, Public Records of Sarasota county, Florida; thence S89°37'23"W, along the South boundary line of the Northeast ¼ of Section 7, Township 37 South, Range 18 East, 250.01 feet, thence leaving said South boundary line run South, 758.09 feet for a Point of Beginning. Thence East 431.76 feet, thence S79°00'00"E, 158.72 feet to a point on a curve having a Radius of 575.00 feet, and lying N79°00'00"W from the radius point; thence in a Southwesterly direction along said curve to the left, Arc 81.88 feet, Chord S06°55'14"W, 81.81 feet; thence by a curve to the left, Radius 1015.00 feet, Arc 283.80 feet, Chord S05°10'09"E, 282.88 feet, thence S35°23'06"W, 38.45 feet, thence N67°00'00"W, 129.00 feet, thence S53°00'00"W, 166.00 feet; thence West, 270.80 feet; thence N07°04'17"W, 477.71 feet to the Point of Beginning.



The foregoing was adopted as the Amended and Restated Covenants of the Landings Racquet Club, Inc., a Corporation Not For Profit under the laws of the State of Florida on the twenty-third day of January, 2001.

IN WITNESS WHEREOF, The Landings Racquet Club, Inc, has caused this instrument to be executed by its duly authorized officers on this 23 day of May, 2001.

by: Ralph J. Ricapito
President

attest: Barbara A. Pendell
Secretary

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 23 day of May, 2001 by Ralph J. Ricapito, the President of The Landings Racquet Club, Inc., a Corporation Not For Profit under the Laws of the State of Florida on behalf of the corporation.

Elizabeth J. Kelley
Notary Public

My commission expires:



(SEAL)

5350 LANDINGS BLVD, SARASOTA, FLORIDA 34231
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