

PROMENADE



1211 GULF OF MEXICO DR., #709
LONGBOAT KEY, FL

BMG BRUCE MYER
— GROUP —

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COLDWELL
BANKER

A4686985 1211 GULF OF MEXICO DR, #709, LONGBOAT KEY, FL 34228

County: Sarasota
Subdiv: PROMENADE
Subdiv/Condo:
Beds: 2
Baths: 2/0
Pool: Community
Property Style: Condominium
Lot Features:
Total Acreage: 5 to less than 10
Minimum Lease Period: 3 Months
Garage: Yes **Attch:** Yes **SpCs:** 1
Garage/Parking Features: Under Building
Assigned SpCs:
New Construction: No
Property Condition: Completed
LP/SqFt: \$927.75
Home Warranty Y/N: No
Flood Zone Code: AE
Total Annual Assoc Fees: 25,900.00
Average Monthly Fees: 2,158.33

Status: Active
List Price: \$1,695,000
Year Built: 1985
Special Sale: None
ADOM: 128
CDOM: 128

Pets: No
Max Times per Yr: 2
Carport: No **SpCs:**
Permit Number:

Proj Comp Date:

Heated Area: 1,827 SqFt / 170 SqM
Total Area: 2,017 SqFt / 187 SqM

Set on the 7th floor of the Promenade on Longboat Key, this 2BR/2BA residence offers more than 1,800 square feet of living space with sweeping sunset views across the Gulf, stretching to Sarasota Bay and beyond. From the moment you step into the private entry foyer, the home opens to a light-filled interior where water and sky are always in view. Neutral tones and tile flooring create a clean, comfortable backdrop throughout, while the split floor plan provides privacy for both the primary and guest suites. The combined living and dining areas are oriented toward the Gulf, with a striking corner of windows and sliding glass doors that frame the shoreline, the community pool below, and the bay in the distance. The terrace naturally extends the living space—an ideal spot to unwind and take in the changing colors of the evening sky. The kitchen is spacious and thoughtfully designed, with stone countertops, detailed tilework, stainless steel appliances, and a casual eat-in area positioned to enjoy the view. A separate dining area, complete with a wine refrigerator, offers flexibility for both everyday meals and entertaining. The primary suite is generously sized, featuring a full wall of glass with direct terrace access. Two large walk-in closets provide ample storage, and the bath includes a soaking tub, glass-enclosed shower, and dual vanities. The guest bedroom enjoys its own views of both the Gulf and the bay, along with an en suite bath for added comfort. Additional highlights include an in-residence laundry room, secure building access, and one under-building parking space. Residents of the Promenade enjoy a full-service lifestyle with concierge, 24-hour security, a newly renovated lobby and common areas, two fitness centers, club rooms, four Har-Tru tennis courts, a heated lap pool, spa, and nearly 400 feet of beachfront. The location offers easy access to the shops and dining of St. Armands Circle, blending convenience with a relaxed coastal setting. Membership to the Longboat Key Club is optional and available to residents, offering access to an array of resort-style amenities. These include 45 holes of championship golf, award-winning tennis facilities, a full-service spa and fitness center, multiple waterfront dining venues, a private beach club, marina, and a calendar of social events and activities.

Land, Site, and Tax Information

Legal Desc: UNIT 709 PROMENADE SECTION 1

SE/TP/RG: 16-36S-17E

Subdivision #:

Between US 1 & River:

Tax ID: [0009111081](#)

Taxes: \$14,725

Homestead: No

CDD: No

AG Exemption YN:

Alt Key/Folio #: 0009111081

Add Parcel: No

of Parcels:

Ownership: Fee Simple

SW Subd Condo#:

Development:

Flood Zone: AE

Floors in Unit/Home: One

Bldg Name/#: PROMENADE

Book/Page: 25-1

MH Make:

Land Lease Y/N: No

Land Lease Fee:

Planned Unit Dev:

Lot Dimensions:

Existing Lease/Tenant: No

Days Notice To Tenant If Not Renewing:

Water Frontage: Yes-Gulf/Ocean

Water Frontage Lengths (in feet):

Gulf Ocean 1

Water Access: Yes-Beach, Gulf/Ocean

Water View: Yes-Beach, GulfFull

Addtl Water Info: See Documents

Zoning:

Future Land Use:

No Drive Beach:

Zoning Comp:

Tax Year: 2025

Annual CDD Fee:

Block/Parcel:

Front Exposure: North

Lot #: 0

Other Exemptions:

Additional Tax IDs:

Complex/Comm Name:

SW Subd Name: Promenade

Flood Zone Date:

Floor #: 7

Total # of Floors: 11

Census Block: 1

MH Model:

Flood Zone Panel:

Census Tract: 000801

MH Width:

Lot Size Acres: 7.87

Lot Size: 342,869 SqFt / 31,854 SqM

Monthly Rental Amount:

End Date of Lease:

Month To Month Or Weekly Y/N:

Waterfront Ft: 1

Water Name: GULF OF MEXICO (AMERICA)

Water Extras: No

Interior Information

A/C: Central Air

Heat/Fuel: Central, Electric

Heated Area Source: Public Records

Laundry Features: Laundry Room

Fireplace: No

Accessibility Features:

Utilities: Electricity Connected, Sewer Connected, Underground Utilities, Water Connected

Water: Public

of Wells:

Additional Rooms:

Interior Feat: Built in Features, Ceiling Fans(s), Elevator, High Ceiling(s), Open Floorplan, Primary Bedroom Main Floor, Solid Surface Counters, Thermostat, Walk-In Closet(s)

Flooring Covering: Luxury Vinyl, Tile

Security Feat:

Total Area Source: Public Records

Window Features:

Furnishings: Negotiable

Sewer: Public Sewer

of Septics:

Appliances Incl: Dishwasher, Disposal, Dryer, Electric Water Heater, Microwave, Range, Refrigerator, Washer, Wine Refrigerator

Room Type	Level	Approx Dim	Flooring	Closet Type	Features
Living Room	First	16x23			
Dining Room	First	18x8			
Kitchen	First	12x15			
Balcony/Porch/Lanai	First	31x19			
Primary Bedroom	First	22x20		Walk-in Closet	
Bedroom 2	First	11x19		Walk-in Closet	
Laundry	First	6x8			
Primary Bathroom	First	13x10			

Exterior Information

Other Structures:

Ext Construction: Concrete, Stucco

Roof: Other

Foundation: Pillar/Post/Pier

Property Attached Y/N:

Garage Dim:

Property Description:

Architectural Style: Other

Ext Features: Balcony, Storage, Tennis Court(s)

Other Equipment:

Patio And Porch Features: Covered, Front Porch

Pool: Community

Pool Dimensions:

Spa and Features: Yes-Heated, In Ground

Pool Features: Heated, In Ground

Vegetation: Mature Landscaping

View: Water

Farm Type:

Horse Amenities:

of Stalls:

Barn Features:

Fencing:

Paddocks/Pastures:

Road Surface Type: Paved

Road Responsibility: Private Maintained Road

Green Features

Green Energy Generation:

Green Energy Generation Y/N: No

Community Information

Community Features: Association Recreation - Owned, Buyer Approval Required, Clubhouse, Deed Restrictions, Fitness Center, Gated Community - Guard, Pool, Sidewalk, Tennis Court(s)

Comm/Assoc Water Feat: Waterfront

Fee Includes: Common Area Taxes, Community Pool, Escrow Reserves Fund, Maintenance Exterior, Maintenance Grounds, Pool Maintenance, Private Road, Recreational Facilities, Security, Sewer, Trash, Water

Association Amenities: Elevators, Fitness Center, Pool, Tennis Court(s)

HOA / Comm Assn: No

HOA Fee:

HOA Pmt Sched:

Mo Maint\$(add HOA): \$0

Master Assn/Name: No

Master Assn Fee:

Master Assn Ph:

Monthly HOA Amount:

Other Fee:

Condo Fee: \$6,475 / Quarterly

Monthly Condo Fee: \$2,158

Housing for Older Per: No

Affidavit:

Expire/Renewal Date:

FCHR Website Y/N:

Can Property be Leased: Yes

Building Elevator Y/N: Yes

Association Approval Required: Yes

Maximum Times Per Year: 2

Lease Restrictions: Yes

Minimum Lease Period: 3 Months

Approval Process: See Documents

Additional Lease Restrictions: See Documents

Amenities w/Addnl Fees: See Documents

Video and/or audio surveillance with recording capability may be in use on these premises. Conversations should not be considered private.

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1211 GULF OF MEXICO DR #709 LONGBOAT KEY FL 34228



PROPERTY FEATURES



2 BED



2 BATH



1,827 SQFT

A/C Unit(s):

- 2024 Trane

Water Heater:

- 2016 Rheem

Refrigerator:

- 2010 Whirlpool

Cooktop:

- 2010 Maytag

Oven:

- 2010 Maytag

Microwave:

- 2010 Jenn-Air

Dishwasher:

- 2010 Jenn-Air

Washer & Dryer:

- 2023 Whirlpool



UNIT

1,592 Sq. Ft. Air Conditioned Space
207 Sq. Ft. Balcony Space
1,799 Sq. Ft. Living Space

ALL DIMENSIONS APPROXIMATE/DO NOT SCALE

P
R
O
M
E
N
A
D
E

GULF OF MEXICO

PROMENADE DECK

RAMP

DUNE WALK-OVER

WHIRLPOOL

POOL

BATH HOUSE

SHUFFLE BOARD CTS

LOBBY

RAMP

DN

UP

TENNIS COURTS

 **SITE PLAN**
ARTIST'S CONCEPTION

GULF OF MEXICO DRIVE



Seller's Real Property Disclosure Statement (Condo)



SELLER(S) NAME(S): Emery Leblanc and Jane Leblanc

("Seller")

Property Address: 1211 Gulf of Mexico Dr, 709, Longboat Key, FL 34228

("Unit")

IMPORTANT NOTICE TO SELLER AND BUYER

Florida law requires sellers of residential real estate to disclose to a buyer all known facts that materially affect the value or desirability of the property being sold that are not readily observable by, or known to, the buyer. This Disclosure Statement is designed to assist the seller in complying with those disclosure requirements and to assist Buyer in evaluating the Unit. The listing broker and buyer's broker and their respective representatives (collectively, "Brokers") will also rely upon this information when they evaluate, market, and present the Unit to prospective buyers.

This is a disclosure of Seller's knowledge of the conditions below as of the date signed by Seller and is not a substitute for any inspections or warranties that a buyer may wish to obtain. Except where expressly noted, the information below pertains to the Unit and not: (a) the property owned by the condominium association itself (the "Association") or (b) any general or limited common elements ((a) and (b) are collectively referred to as "Association Property"). Buyer agrees that the information contained below is not a warranty or representation of any kind by the Brokers (none of whom have made any independent verification of the information contained herein) and Buyer agrees not to rely on it as such. By signing below, Buyer agrees to hold Brokers harmless from any non-disclosure, omission, or misrepresentation of seller or any other party.

1. OCCUPANCY

- (a) Do you reside in the Unit? If not, when did you last? _____
- (b) Is the Unit Currently leased? If YES, when does the lease expire? _____
- (c) If your answers to (a) and (b) are NO, is the Unit Vacant? If YES, explain in detail who occupies the Unit and what rights, if any, they may have to continue to occupy the Unit if it is sold _____

YES **NO** **UNKNOWN**

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2. THE ASSOCIATION

Notice to Buyer and Seller

Florida law requires the seller of a condominium unit (who is not a developer) to provide, at seller's expense, a current copy of the declaration of condominium, Association articles of incorporation, bylaws and rules, annual financial statement and annual budget of the Association, and the "Frequently Asked Questions and Answers" document, and the governance form required by Chapter 718, Florida Statutes ("Condo Docs"). In addition, Association meeting notices, agendas, and minutes ("Meeting Information") may include important information such as the Association's financial condition, current and anticipated monthly fees, assessments, and capital contributions; rules, regulations, and penalties; and restrictions relating to issues such as pets, resales, rentals, modification of units, and parking. Florida law also contains a comprehensive set of statutory legal requirements applicable to condominium and cooperative buildings (including parking levels) that are 3 stories or more in height (a "Building") and 30 years of age (or 25 years if determined by local laws or regulations) that requires, among other things, (a) one or more structural inspections of the Building known as a "Milestone Inspection", and (b) a "Structural Integrity Reserve Study ("SIR Study")," which is a "study of the reserve funds required for future major repairs and replacement of the condominium property", that could lead to assessments or increased maintenance fees. The cost of the Milestone Inspection and SIR Study, increases in reserves, as well as any mandatory or voluntary work performed or to be performed, could result in special assessments and/or higher recurring maintenance fees or expenses for each unit owner. Prospective purchasers who have entered into a contract to purchase a condominium unit are entitled, at seller's expense, to copies of the completed inspector-prepared summary of the Milestone Inspection and the most recent SIR Study (or a statement that the SIR Study has not been completed). This Notice is not intended as legal advice or a complete description of any of the applicable laws. Buyer should visit condos.myfloridalicense.com for more information, consult with an attorney, and/or contact the Association.

- (a) Are you aware of any proposed changes to the Association governing documents?
- (b) Are you aware of any proposed changes to the Association Property?
- (c) Is there any current or threatened legal action by or against the Association?
- (d) Are there now, or have there been in the past, any claims or litigation involving the Association relating to defective building materials or construction defects?
- (e) Has a Milestone Inspection been performed on the Unit's Building?
- (f) Has a Structural Integrity Reserve Study been completed?
- (g) Does the Association or any of its members have a right of first refusal to purchase the Unit?
- (h) Are you aware of any effort or interest by anyone to make a bulk purchase of units?

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	YES	NO	UNKNOWN
(i) Are you aware of any approved assessments or fee increases not yet implemented?	☒	☒	☐
(j) Is any portion of the Association Property seaward of the coastal construction control line?	☒	☒	☐
(k) Are you aware of any past or present settling, soil movement, or sinkhole(s) affecting any portion of the Association Property?	☐	☒	☐
(l) Has there been any structural damage to any portion of the Association Property that has not been fully remediated and repaired?	☐	☒	☐
(m) Are there any rental restrictions by the Association?	☒	☐	☐
(n) Are there any pet restrictions by the Association?	☒	☐	☐
(o) If any of your answers in (a) – (n) are YES, explain in detail: <u>3 months / 2 times / yr (No Pets)</u>			
3. PARKING, BOAT SLIPS, AND OTHER AMENITIES			
(a) Are there any designated parking spaces, boat slips, or other amenities outside of the Unit including, without limitation, garage(s), carport(s), electric vehicle chargers, storage areas, cabana(s), etc. that are for the Unit owner's exclusive use?	☒	☐	☐
(b) If your answer to (a) is YES, please identify the specific item and location for each, whether there are any fees associated with the exclusive use, and whether a separate deed or other legal document grants the exclusive right to use: <u>(#135) Storage 709</u>			
4. REMODELING AND ALTERATIONS			
(a) Has the Unit been remodeled or altered by you or any prior owners?	☒	☐	☐
(b) If your answer to (a) is YES, were all required Association approvals obtained? (	☒	☐	☐
(c) If your answer to (a) is YES, was all work performed with all necessary permits and in compliance with applicable building codes and zoning restrictions?	☒	☐	☐
(d) If either of your answers to (b) or (c) are NO, explain in detail: _____			
(e) Are there any open permits relating to the Unit that have not been closed by final inspection? If YES, explain in detail: _____	☐	☒	☐
5. FLOOD ZONES AND FLOOD INSURANCE			
(a) Is any Association Property constructed below the base flood elevation?	☐	☒	☐
(b) Is any portion of the Association Property located in a special flood hazard area?	☒	☐	☐
(c) Are any improvements in the Unit constructed in violation of applicable local, state or federal flood guidelines?	☐	☒	☐
(d) If any of your answers to (a), (b), or (c) are YES, explain in detail: <u>All of Longboat Key is in a Flood zone</u>			
(e) Does your lender require you to maintain flood insurance? <u>N/A</u>	☐	☐	☐
6. MOLD, ENVIRONMENTAL, AND LEAD BASED PAINT			
(a) Is there now, or has there been in the past, any:			
(i) water leakage, intrusion, or accumulation in the Unit?	☒	☐	☐
(ii) instances of mold, moisture, or dampness in the Unit?	☐	☒	☐
(iii) damage to the Unit that resulted from any of the conditions identified in (i) or (ii) above?	☒	☐	☐
(b) If your answer to (i), (ii) or (iii) above is YES, explain in detail: <u>Minor leak from upstairs was repair immediately (Guest bath)</u>			
(c) Are there polybutylene or cast-iron wastewater pipes serving the Unit?	☐	☐	☒
(d) Was the Unit built before 1978? (If YES, Buyer must be provided with a Lead Paint Disclosure Statement prior to being bound by a sales contract in compliance with federal law).	☐	☒	☐
(e) Are there any potential environmental hazards or contaminants in or affecting the Unit or Association Property including, but not limited to: lead based paint, formaldehyde, asbestos, radon gas, methamphetamine contamination, PCBs, or defective or contaminated drywall?	☐	☒	☐
(f) Has the Unit been tested for any of the items listed in (e) above? If YES, explain in detail: _____	☐	☐	☒

	<u>YES</u>	<u>NO</u>	<u>UNKNOWN</u>
(g) Have there been any repairs or other corrective or remedial measures that were undertaken as a result of the matters identified in (a) – (f) above? If YES, explain in detail: _____	☒	☐	☐
<u>See 6(b)</u>			
7. TERMITES, WOOD DESTROYING ORGANISMS ("WDO"), RODENTS, PESTS			
(a) Are there termites or other WDO's (e.g., powder post beetles, old house borers, wood decaying fungi, rodents, or pest infestations in or affecting the Unit?	☐	☒	☐
(b) If you answer to (a) is YES, is there any existing damage to the Unit?	☐	☐	☐
(c) Are you aware of any termite, WDO, or pest control reports or treatments for the Unit in the last five years?	☐	☒	☐
(d) Is the Unit currently under warranty or other coverage by a licensed pest control company?	☒	☐	☐
(e) Does the warranty cover (check all that apply): ☐ repairs ☐ treatment ☒ regular pest control	☒	☐	☐
(f) Is the warranty transferable to the Buyer? (If YES, Buyer should check with warranty company for transfer procedures and costs, if any)	☒	☐	☐
(g) If any of your answers to (a) – (e) are YES, explain in detail: _____			
<u>Association Control</u>			
8. STRUCTURES, SYSTEMS, AND APPLIANCES			
(a) Is the building where the Unit is located (or any other buildings governed by the Association) current on any engineering or structural certifications or recertifications required by any applicable law, code, ordinance, or regulation?	☒	☐	☐
(b) Is the Association responsible for maintenance and/or repair of the roof of the Unit?	☒	☐	☐
(c) Are the roof and other structures (e.g., ceilings, walls, windows, balconies, doors) of the Unit leak free and structurally sound?	☒	☐	☐
(d) Are the heating, cooling, mechanical, and electrical systems serving the Unit in good working condition?	☒	☐	☐
(e) Is each appliance that is being sold with the Unit (as agreed to the contract) in working condition (i.e., operating in the manner that it was intended to operate)?	☒	☒	☐
(f) If any of your answers to (a) – (e) are NO, explain in detail: _____			
<u>Ice maker in refrigerator not functioning</u>			
(g) Are any of the included appliances leased? If YES, which ones: _____	☐	☒	☐
9. FIRE SAFETY			
(a) Is the Unit a "high-rise" (i.e., are there any occupiable floors higher than 75 feet)?	☒	☐	☐
(b) If your answer to (a) is YES, does the Unit and Association Property have an approved, engineered life safety system (ELSS) or a fire sprinkler system that complies with section 718.112, Fla Stat?	☒	☐	☐
(c) If your answer to (b) is NO, did the Association vote prior to December 31, 2016, to forego retrofitting a fire sprinkler system? (If NO, Buyers should note that Florida law currently requires that a fire sprinkler system be installed before December 31, 2019, which may result in costs or special assessments to unit owners).	☐	☐	☐
10. NEIGHBORHOOD			
Are there any existing conditions or proposed changes in the immediate neighborhood that could materially affect the value or desirability of the Unit such as noise or other nuisances, electric or magnetic field levels, or threat of condemnation?	☐	☒	☐
Notice to Buyer: The Florida Department of Law Enforcement maintains a public database of sexual offenders and where they may reside. For more information, or to conduct a search of a particular neighborhood, visit https://offender.fdle.state.fl.us/offender/sops/home.jsf			
11. OTHER MATTERS			
(a) Are there any existing or threatened legal actions affecting the Unit (Including, but not limited to, any unrecorded liens)?	☐	☒	☐
(b) Are there any violations of any laws or regulations relating to the Unit (e.g., zoning or code violations, nonconforming uses, setback violations)?	☐	☒	☐
(c) Have you or anyone else ever filed a claim against your homeowner's insurance policy?	☐	☐	☐
(d) Are there any potential zoning, code, or road changes that may affect the Unit?	☐	☒	☐
(e) Are there any conditions that have not been disclosed in this Disclosure Statement that may materially affect the value or desirability of the Unit that are not readily observable to a buyer?	☐	☐	☐
(f) If any of your answers from (a) – (e) above are YES, explain in detail: _____			

(g) If any of your answers from (a) – (e) above are YES, explain in detail:

(h) Is there an existing home warranty in place?

☐ ☒ ☐

(i) If your answer to (g) is "YES" does the warranty automatically transfer to the buyer?

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12. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA")

Is the owner of the property a "foreign person" (i.e., foreign individual or foreign corporation that has not made an election under §897(i) of the Internal Revenue Service Code to be treated as a domestic corporation, or foreign partnership, trust, or estate) subject to FIRPTA withholding under §1445 of the IRS Code? (If your answer is YES, Buyer and Seller are advised to consult with appropriate tax and legal professionals regarding any tax and withholding obligations).

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Additional Notes:

ACKNOWLEDGMENT OF SELLER

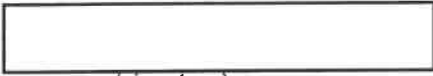
Seller acknowledges that (a) Seller, and not the Brokers, has filled out this Disclosure and that Seller is not relying on the Brokers for any of the information contained herein, (b) the information in this Disclosure Statement is accurate and complete, and (c) Seller agrees to notify the listing broker in writing immediately if any information becomes inaccurate or incomplete in any way with the passage of time. Seller authorizes the Brokers to provide this information to prospective buyers.

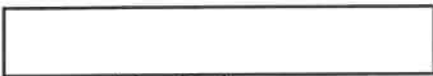
Seller:  / Emery LeBlanc Date: 3/12/2026
(signature) (print)

Seller:  / Jane LeBlanc Date: 3/12/2026
(signature) (print)

ACKNOWLEDGMENT OF BUYER

By signing below, Buyer acknowledges and represents that (a) Buyer has been advised to (i) personally review the Condo Docs and Meeting Information and (ii) have the Unit examined by professional inspectors to evaluate its condition and to investigate every aspect that may be important to Buyer, (b) the Brokers are not qualified to conduct such professional inspections or to inspect or detect physical defects in or affecting the Unit, (c) the Brokers have not undertaken any independent investigation to verify the accuracy or completeness of the information contained in this Disclosure Statement, (d) if there are any blank or incomplete responses that are important to Buyer, Buyer agrees to obtain written responses or a corrected Disclosure Statement from the Seller prior to signing below, (e) Buyer's signing of this Disclosure Statement with partial or incomplete answers shall constitute Buyer's knowing and voluntary waiver of any claims against any of the Brokers in any way related to such information, and (f) Seller will not be obligated to repair or correct any item listed above unless agreed to in the sales contract.

Buyer:  / _____ Date: _____
(signature) (print)

Buyer:  / _____ Date: _____
(signature) (print)

**Comprehensive Rider to the
Residential Contract For Sale And Purchase**
THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



**COLDWELL BANKER
REALTY**

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Emery Leblanc and Jane LeBlanc (SELLER)
and _____ (BUYER)
concerning the Property described as 1211 Gulf of Mexico Dr, 709, Longboat Key, FL 34228

Buyer's Initials

Seller's Initials

A. CONDOMINIUM RIDER

If Property is part of a master or other homeowners' association, Seller shall complete Rider B. HOMEOWNERS' ASSOCIATION / COMMUNITY DISCLOSURE for further information including additional assessments and fees. If Property is part of more than one condominium association, Seller shall also complete a separate Rider A. CONDOMINIUM RIDER for EACH condominium association.

The condominium association ("Condominium Association") to which this Condominium Rider is applicable, and any management company, and to which assessments, special assessments, and/or rent/land use fees are due and payable, is/are:

Association

Management Company

Promenade Condo Association

Contact Person Sheri Vaughan

Phone 941-383-8893 x4

Email office@1211pcoa.com

Contact Person _____

Phone _____

Email _____

Additional contact information can be found on the Association's website, which is:
www.

1. CONDOMINIUM ASSOCIATION APPROVAL:

The Condominium Association's approval of Buyer (CHECK ONE): ☒ is ☐ is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Condominium Association and provide Buyer with a copy of the current application for approval, and Buyer shall promptly apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Condominium Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract is terminated and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. RIGHT OF FIRST REFUSAL:

- (a) The Condominium Association (CHECK ONE): ☐ has ☒ does not have a right of first refusal ("Right") pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
- (b) The members of the Association (CHECK ONE): ☐ have ☒ do not have a Right.
- (c) If either the Condominium Association or the members have a Right, then Buyer and Seller shall, within _____ (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and promptly process the matter with the Condominium Association and members, including personal appearances, if required.

A. CONDOMINIUM RIDER (CONTINUED)

- (d) If the Condominium Association or a member timely exercises a Right, this Contract is terminated and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If, within the time permitted for exercise of the Right, the Condominium Association, the members of the Condominium Association, or both, either (i) provide written confirmation to Buyer that the Right will not be exercised, or (ii) fail to timely exercise the Right, then this Contract shall proceed to Closing as otherwise provided herein.

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

- (a) Condominium Association assessment(s) and rents: Seller represents that the current Condominium Association regular periodic assessment(s) installments is/are

\$ 6,475 payable (CHECK ONE): ☐ monthly ☒ quarterly ☐ semi-annually ☐ annually

and the current rent on recreation areas, if any, is

\$ _____ payable (CHECK ONE): ☐ monthly ☐ quarterly ☐ semi-annually ☒ annually

All regular periodic assessments levied by the Condominium Association and rent on recreational areas, if any, shall be made current by Seller at Closing. Association assets and liabilities, including Association reserve accounts, shall not be prorated.

- (b) Fines: Seller shall, at Closing, pay all fines imposed against the Property by the Condominium Association as of Closing Date and remedy all open violations of rules and regulations noticed to Seller in the Condominium Association official records.

- (c) Special Assessments: \$1,025 - Hurricane Cleanup - due 4/1/26 - another \$1,025 due on 7/1/26

(i) If the Condominium Association has levied any special or additional assessments as of the Effective Date, then (CHECK ONE): ☐ Buyer ☒ Seller (if left blank, then Seller) shall pay all such assessment(s) in full prior to or at Closing.

(ii) If the Condominium Association levies any special or additional assessments after the Effective Date and prior to the Closing Date, then (CHECK ONE): ☐ Buyer ☒ Seller (if left blank, then Seller) shall pay all such assessment(s) in full prior to or at Closing.

(iii) Notwithstanding the provisions of (i) or (ii) above, if any special or additional assessments may be paid in installments, and the Condominium Association will allow Buyer to assume installments scheduled to be paid after Closing, then Seller shall, prior to or at Closing, pay all installments which are payable on or before Closing Date, and (CHECK ONE): ☒ Buyer ☐ Seller (if left blank, then Buyer) shall pay installments payable after Closing Date. **If Seller is checked, or if the Condominium Association does not allow a Buyer to assume installments scheduled to be paid after Closing, Seller shall pay the special or additional assessment in full prior to or at the time of Closing.**

(iv) A special or additional assessment shall be deemed levied for purposes of this Paragraph 3 on the date when such assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5. Seller is aware of the following special or additional assessments that have been levied by the Condominium Association, or discussed at a Board meeting in the 12 months prior to the Effective Date, (include purpose(s) of assessments and amount, if known):

- (d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: _____

4. SPRINKLER SYSTEM RETROFIT:

If, pursuant to Sections 718.112(2)(n), F.S., the Condominium Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice of Condominium Association's vote to forego such retrofitting.

5. NONDEVELOPER DISCLOSURE:

(CHECK ONE):

☐ (a) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE

A. CONDOMINIUM RIDER (CONTINUED)

DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, BEFORE EXECUTION OF THIS CONTRACT.

☐ (b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6. BUYER'S REQUEST FOR DOCUMENTS:

- (a) Seller shall, at Seller's expense, provide Buyer with current copies of the condominium documents specified in Paragraph 5, above, as well as the governance form described in Section 718.503(2)(b), F.S. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents, if any.
- (b) Seller shall, at Seller's expense, provide Buyer with a current copy of the following (CHECK ALL REQUESTED BY BUYER):

- ☐ Minutes of Condominium Association Board meetings for the 12 months preceding the Effective Date
- ☐ Agendas for all Condominium Association Board meetings for the 12 months preceding the Effective Date
- ☐ Minutes of Condominium Association member meetings for the 12 months preceding the Effective Date
- ☐ Agendas for all Condominium Association member meetings for the 12 months preceding the Effective Date
- ☐ Insurance Declaration Pages for general liability, hazard/windstorm, and any required or existing flood policies held by the Condominium Association
- ☐ If Paragraph 9(a)(iii), 9(b)(iii), or 9(c)(iii) is checked and the referenced document is actually received by the Seller prior to Closing, then such document (i.e. the inspector-prepared summary of a milestone inspection report, a turnover report, or a structural integrity reserve study report)
- ☐ _____
- ☐ _____
- ☐ _____

THIS AGREEMENT MAY BE TERMINATED BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE BUYER RECEIVES ALL OF THE DOCUMENTS REQUESTED IN THIS SUBPARAGRAPH 6(b). BUYER'S RIGHT TO TERMINATE THIS AGREEMENT UNDER THIS SUBPARAGRAPH 6(b) SHALL TERMINATE AT CLOSING.

7. COMMON ELEMENTS; PARKING:

The Property includes the unit being purchased and an undivided interest in the common elements and appurtenant limited common elements of the condominium, as specified in the Declaration. Seller's right and interest in or to the use of the following parking space(s), garage, and other areas are included in the sale of the Property and shall be assigned to Buyer at Closing, subject to the Declaration:

Parking Space(s) # 1 Garage # 135 Other: Storage Locker # 709

8. INSPECTIONS AND REPAIRS:

The rights and obligations arising under Paragraphs 11 and 12 of this Contract to maintain, repair, replace or treat are limited to Seller's individual condominium unit and unless Seller is otherwise responsible do not extend to common elements, limited common elements, or any other part of the condominium property.

A. CONDOMINIUM RIDER (CONTINUED)

9. MILESTONE INSPECTION REPORT; STRUCTURAL INTEGRITY RESERVE STUDY; TURNOVER INSPECTION REPORTS:

(a) **MILESTONE INSPECTION:** The Association (check only one option):

☒ (i) is required to and has completed a milestone inspection report as described in Section 553.899, F.S. (SEE PARAGRAPH 9(d) BELOW FOR VOIDABILITY RIGHTS); or

☐ (ii) IS NOT REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S.; or

☐ (iii) IS REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S. BUT HAS NOT COMPLETED SUCH INSPECTION.

(b) **TURNOVER INSPECTION REPORT:** The Association (check only one option):

☐ (i) is required to and has completed a turnover inspection report for a turnover inspection performed on or after July 1, 2023, as described in Section 718.301(4)(p) and (q), F.S. (SEE PARAGRAPH 9(d) BELOW FOR VOIDABILITY RIGHTS); or

☒ (ii) IS NOT REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. (this option should be selected if the Association was turned over prior to July 1, 2023); or

☐ (iii) IS REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. BUT HAS NOT COMPLETED SUCH REPORT.

(c) **STRUCTURAL INTEGRITY RESERVE STUDY:** The Association (check only one option):

☒ (i) is required to and has completed a structural integrity reserve study as described in Sections 718.103(26) and 718.112(2)(g), F.S. (SEE PARAGRAPH 9(d) BELOW FOR VOIDABILITY RIGHTS); or

☐ (ii) IS NOT REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), F.S.; or

☐ (iii) IS REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), F.S. BUT HAS NOT COMPLETED SUCH STUDY.

(NOTE: The definition of "structural integrity reserve study" is found in Section 718.103(28), F.S.)

(d) **CHECK ONLY ONE BOX BELOW IF** the Association has completed a milestone inspection (Paragraph 9(a)(i), above, is checked), or a turnover inspection report (Paragraph 9(b)(i), above, is checked), or a structural integrity reserve study (Paragraph 9(c)(i), above, is checked):

☐ (i) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE, MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, BEFORE EXECUTION OF THIS CONTRACT.

☐ (ii) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 7 DAYS, EXCLUDING SATURDAYS,

A. CONDOMINIUM RIDER (CONTINUED)

SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES; OR A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), FLORIDA STATUTES, IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

- 10. CONDOMINIUMS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING.**
If applicable, pursuant to Section 718.407, F.S.:

DISCLOSURE SUMMARY

THE CONDOMINIUM IN WHICH YOUR UNIT IS LOCATED IS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING. THE COMMON ELEMENTS OF THE CONDOMINIUM CONSIST ONLY OF THE PORTIONS OF THE BUILDING SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP.

BUYER ACKNOWLEDGES ALL OF THE FOLLOWING:

- (1) THE CONDOMINIUM MAY HAVE MINIMAL COMMON ELEMENTS.**
- (2) PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM ARE OR WILL BE GOVERNED BY A SEPARATE RECORDED INSTRUMENT. SUCH INSTRUMENT CONTAINS IMPORTANT PROVISIONS AND RIGHTS AND IS OR WILL BE AVAILABLE IN PUBLIC RECORDS.**
- (3) THE PARTY THAT CONTROLS THE MAINTENANCE AND OPERATION OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM DETERMINES THE BUDGET FOR THE OPERATION AND MAINTENANCE OF SUCH PORTIONS. HOWEVER, THE ASSOCIATION AND UNIT OWNERS ARE STILL RESPONSIBLE FOR THEIR SHARE OF SUCH EXPENSES.**
- (4) THE ALLOCATION BETWEEN THE UNIT OWNERS AND THE OWNERS OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM OF THE COSTS TO MAINTAIN AND OPERATE THE BUILDING CAN BE FOUND IN THE DECLARATION OF CONDOMINIUM OR OTHER RECORDED INSTRUMENT.**

DISCLOSURE & HOLD HARMLESS AGREEMENT

Longboat Key Underground Utilities

The Town of Longboat Key (the "Town") has recently approved a non-ad valorem tax assessment on properties located within the Town to pay for the undergrounding of various utilities (e.g., electric, telephone, cable and fiber optic lines) (the "Project"). Attached to this Disclosure is a one page printout from the Town website (as of May 2016) that describes in greater detail the tax assessment, the undergrounding projects generally, and an estimate of each property's individual payment obligations. More detailed information, including Frequently Asked Questions and cost estimates for the assessment on each affected property, is available by visiting www.longboatkey.org and clicking on the Undergrounding Project tab on the left. The Town can also be contacted by email at underground@longboatkey.org or via phone at (941) 316-1999 for further information.

The two most frequently used residential sales contracts contain provisions addressing whether the seller or buyer will be responsible for paying the assessment. For governmental body assessments (such as the one imposed by the Town), in general the two options provided are: (a) that the seller is responsible for paying assessments in full at the time of closing; or (b) the seller is responsible for those installment payments due prior to closing and the Buyer is responsible for those installment payments due after closing. There are other contracts which may address this issue differently or even be silent on this topic. It is important that you personally review the sales contract carefully to ensure that the desired choice is selected and consult with an attorney for any advice. Nothing herein is intended to provide legal advice about the Project, the assessment, or who may be responsible for the assessment.

The undersigned acknowledge that other than the information contained herein, Coldwell Banker and its employees and affiliated sales associates have not made any representations regarding the matters described herein and the undersigned will not rely on any subsequent representations that may be made without the undersigned's independent personal verification of the accuracy and completeness of the information from other sources.

By signing below, the undersigned (i) acknowledge receipt of this document and the attached printout from the Town website titled "Utility Undergrounding Projects", (ii) agree to rely solely on advice of independent attorneys, the Town, or other third parties regarding the matters set forth herein, and (iii) agree to hold Coldwell Banker, its past, present, and future directors, employees, officers, independent contractors, agents, sales associates, brokers, representatives, subsidiaries, and affiliates, harmless from any claims, expenses, or losses of any kind in any way related to the matters described herein or in connection with the assessment by the Town.

E.P. LeBlum 3/12/26
Customer Signature Date

Jim LeBlum 3/12/26
Customer Signature Date

Utility Undergrounding Projects

Bay Isles Association Presentation - February 2016

Bond Validation Hearing

Broadband Infrastructure Assessment

Frequently Asked Questions-GMD

GMD Assessment Search

Neighborhood Assessment Search

Neighborhood Project Presentation Feb.-2016 - Revi

NOTICE to Property Owners: 408 Gulf of Mexico Drive

Nov 3, 2015 Referendum Results

Scheduled Meeting Neighborhood

Sleepy Lagoon Presentation - February 2016

Utility Undergrounding Projects

Assessment Lookup by Address

On the left, you will see a link to "GMD Assessment Search" and "Neighborhood Assessment Search". To find the total assessment for your property you will have to lookup your address in both sections. The assessment estimates for all parcels are available.

GMD Undergrounding Project

On November 3, 2015, the Town's electors voted to authorize the Town's borrowing of up to \$25,250,000 for undergrounding utilities (electric, telephone, cable and fiber optic) and feeder lines on Gulf of Mexico Drive, including Binnacle Point in Spanish Main and on Broadway ("GMD Undergrounding Project"). These costs will be paid for through non-ad valorem assessments.

The Town recorded a Notice of Special Assessments with Sarasota and Manatee counties on May 2, 2016. This Notice puts everyone on notice that the assessments constitute a lien against the assessed property equal in rank and dignity with the liens of all state, county, city or municipal taxes and other non-ad valorem assessments. This notice does not and shall not be construed to require that individual liens or releases be filed in the Official Records.

The Town will then provide homeowners an opportunity to prepay their assessments. A letter with instructions will be mailed out no later than June 2016 requiring prepayment to occur on or before August 15, 2016. If the homeowner does not want to prepay, they do nothing in response to the letter, in which case the assessment imposed against the parcel will be collected as an annual installment appearing on the annual tax bill from their County commencing in November 2016. The annual assessment will continue for a period of thirty (30) years.

If the homeowner later decides to pay the amount in full after August 15, 2016, the taxpayer will need to contact the Town to obtain the payoff amount to reflect a reduction in the principal balance for annual payments made to date, if any, plus any accrued interest or other financing charges.

Status of Neighborhood Undergrounding Project

Following the voter approval of the "GMD Undergrounding Project", the Town Commission decided to move forward with posing a second referendum question to the Town voters related to the issuance of additional debt to finance the costs of undergrounding the remaining utilities within the neighborhood and side street areas of the Town ("Neighborhood Undergrounding Project").

On December 7th, the Town Commission reviewed the recommended methodology utilizing non-ad valorem assessments and discussed the scope of the project estimated at \$23,850,000. On December 14th, the Town Commission heard the first reading of the Ordinance 2016-05 placing the question before the voters at the March 15, 2016 election. Notice of the ordinance was issued by the Town Clerk December 23, 2015 and published in the Herald-Tribune. The second reading, public hearing and adoption of Ordinance 2016-05 occurred on January 4, 2016 (link to [Ordinance 2016-05](#)).

On March 15, 2016 the electors voted to authorize the Town's borrowing of up to \$23,850,000, to finance the remaining undergrounding of electrical utilities in certain neighborhoods including street lighting installation, and communications/fiber optics utilities in certain neighborhoods, payable solely from special assessments imposed against real property throughout the Town and other non-ad valorem revenues if necessary.

The process for implementing the special assessment for the Neighborhood Undergrounding Project is described in Town Ordinance 2015-30 and involves the following steps. The dates are tentative and may change as the process unfolds.

- Early June, 2016 - the Town Commission adopts an "Initial Assessment Resolution" which describes the project and the assessment calculation method, and schedules a public hearing to consider imposing the assessment.
- Mid-June, 2016 - the Town provides mailed and published notice of the public hearing, at least twenty days before the hearing.
- Early July - the Town Commission conducts the public hearing and then votes on adoption of a "Final Assessment Resolution" which increases the assessment.

At the conclusion of the public hearing, the Town Commission will also consider a bond resolution authorizing issuance of revenue bonds in the not to exceed amount of \$23,850,000 to provide for the financing of the Neighborhood Undergrounding Project over a term of thirty (30) years.

Upon adoption of the Final Assessment Resolution and bond resolution, the Town will seek circuit court validation of its authority to issue the bonds to finance the Neighborhood Undergrounding Project. Validation typically takes several months, depending on the court calendaring system.

As with the GMD Undergrounding Project, homeowners will have an opportunity to prepay the neighborhood assessments. A letter with instructions will be mailed out no later than June 2017 requiring prepayment to occur on or before August 15, 2017. If the homeowner does not want to prepay, they do nothing in response to the letter, in which case the assessment imposed against the parcel will be collected as an annual installment appearing on the annual tax bill from their County commencing in November 2017. The annual assessment will continue for a period of thirty (30) years.

Additional Questions

If you have read all the information and the frequently asked questions on this page, but still have questions, please feel free to contact us by:

1. Email underground@longboatkey.org
2. Call Town Hall (941) 316-1999

Flood Disclosure



Florida Statute 689.302 requires a seller to complete and provide a flood disclosure to a purchaser of residential real property **at or before** the time the sales contract is executed.

Seller, Emery LeBlanc and Jane LeBlanc, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 1211 Gulf of Mexico Dr. #709 Longboat Key FL 34228

Seller, please check the applicable boxes in paragraphs (1) through (3) below.

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

- (1) Seller ☐ has ☒ has no knowledge of any flooding that has damaged the property during Seller's ownership of the property.
- (2) Seller ☐ has ☒ has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
- (3) Seller ☐ has ☒ has not received assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (4) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
 - a The overflow of inland or tidal waters.
 - b The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - c Sustained periods of standing water resulting from rainfall.

Seller:

Emery LeBlanc

Date:

3/12/26

Seller:

Jane LeBlanc

Date:

3/12/26

Copy provided to Buyer on _____ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.

To All Promenade Owners:

There has been a new development regarding the elevators that you should be aware of. Additionally, the Board has a new recommendation that differs from what was explained at last week's Board meeting.

Last Saturday, a family member of an owner was trapped in the center elevator for two hours. This was a harrowing experience. Thankfully, the individual handled the situation with composure and fortitude. However, this is the second incident in recent months in which someone has become stuck in an elevator. The previous occurrence involved a member of our maintenance personnel.

The Board is concerned about the frequency of these incidents. It is particularly worrisome if such an event were to involve someone unable to remain calm, such as a child or an elderly individual.

The Promenade Board must prioritize the safety and welfare of its owners, as well as their family members and guests. We also care about the safety of Promenade employees and our vendors. In this regard, the Board believes the modernization initiative should begin sooner and be completed more quickly.

For those who were not in attendance at the last Board meeting, the Board previously recommended beginning the modernization in Q4 of this calendar year at an approximate cost of \$1.8 million. The plan was to modernize one elevator per year over four years. The Board also suggested continuing the \$1,025 quarterly surcharge after the Hurricane surcharge is completed. This assessment would remain in effect for four years (16 consecutive quarters), amounting to \$16,000 per owner.

However, based on recent events and in the best interest of the owners, the Board now recommends that the full scope of work be completed within one year, beginning in Q4 of this calendar year. To accomplish this, each owner would need to pay an assessment of \$4,000 per quarter for four consecutive quarters, totaling \$16,000 per owner. This would allow all four elevators to be modernized via expedited path instead of 4 years.

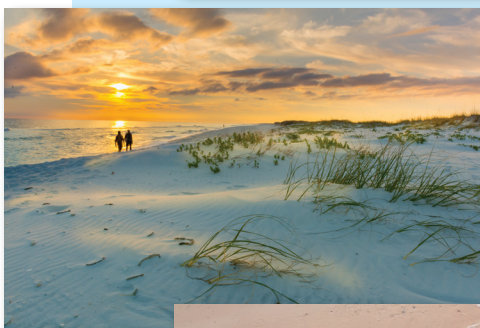
The Board's proposal must be approved by the owners. Therefore, an informational meeting will be held via Zoom on Thursday, April 9 at 4:00 PM EST. Following this meeting, all owners will receive a proxy to vote on the elevator modernization initiative, including the proposed cost and timeline, which will be confirmed in the proxy materials.

Finally, all owners will also receive a list of interim recommendations regarding elevator use in their current condition. For example, residents are encouraged to always carry a cell phone and to avoid allowing unaccompanied children to use the elevators. Additional information on this topic will be provided separately.

Thank you for your consideration.

Promenade Board of Directors

Lido Key/St. Armands Circle



St. Armands has long been associated with luxury and elegance. St. Armands also has hidden property gems that will take your breath away. There are quiet residential streets, where charming single family homes, many set on canals, poke out between more recent multimillion-dollar mansions.

"The Circle" is world famous for its shops, art galleries and fine restaurants. Immerse yourself in an exceptional array of shops, restaurants, salons and spas in an atmosphere of casual elegance.

Surrounding St. Armands Circle, Lido Key combines the cosmopolitan lifestyle with a tropical beach paradise. Just minutes from downtown Sarasota, Lido Key is worlds apart in its approach to the finer things in life. Lido Key offers luxury high-rise communities (including the Ritz-Carlton at the south end), modest vintage homes, sleek modern mid-rises, and ultra-luxury waterfront mansions.

Lido Shores sits between St. Armands Key and Longboat Key, and is a neighborhood of true architectural distinction. You'll find homes from the famed modernist Sarasota School of Architecture that have been carefully restored and refurbished, along with newer residences that reflect their owners' more diverse architectural styles, from classic to contemporary.

South Lido Park is a one hundred acre natural wonderland located at the southernmost end of Lido Key surrounded by water, which create a dynamic estuary and a variety of coastal habitats. Due to the diverse groups of birds found here, this coastal area is a bird watchers paradise.

Ted Sperling Park at South Lido Beach is a hugely popular kayaking destination, with the mangrove tunnels being a stunning site to kayak through.

Bruce Myer Realtor®

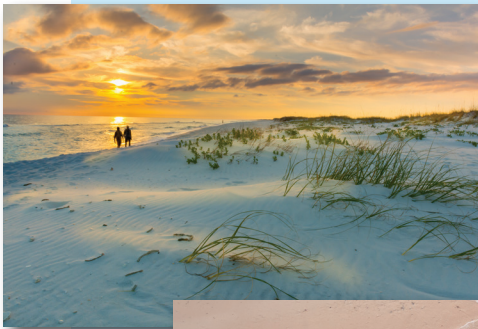
941.376.5311

Bruce@BruceMyer.com • www.BruceMyer.com



COLDWELL
BANKER

595 BAY ISLES ROAD, SUITE 250
LONGBOAT KEY, FL 34228



North Longboat Key

North Longboat Key is a more quiet island experience, stretching from the Bay, through the canal front homes, to the west side of Gulf of Mexico Drive where the full white sandy beaches view the gulf. This is home to some of the finer estates on the key. Some say, this is one of today's modern treasures.

The mix of properties are more single family homes than condominiums. From tropical bungalows built as far back as the 1940's, to the grand private mansions, this area has something for everyone.

On the bay side, some homes are located on a deep water canal system that offers a very quick run out to the Gulf for a day of fishing. Obviously the older interior homes offer an affordable way to be close to the beach and boating. A few of the homes have a view of Sister Key which offers the boating crowd a place to throw the anchor out and enjoy the warm tropical waters for the day.

Mar-Vista Dockside Restaurant and Pub offers seafood dining overlooking the bay. What is especially nice is it is within walking distance for most residents. A limited number of commercial business are close by and it is just a quick trip north to Bradenton beach. There you will find a wide array of beach stores and some waterfront eateries. Head south and there is a full service shopping center at Bay Isles for all of your day-to-day needs. St Armand's Circle is just a few minutes further and offer 'formal-Florida' and casual dining along with specialty upscale boutiques.

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**COLDWELL
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595 BAY ISLES ROAD, SUITE 250
LONGBOAT KEY, FL 34228

join in on the fun!

MEMBERSHIP CATEGORIES

FULL MEMBERSHIP

Unlimited use of 45-holes of challenging golf, two driving ranges with complimentary range balls, seven-day advance golf tee time reservations, private locker in the Member Clubhouse and complimentary golf bag care, storage and transfers. Har-Tru tennis courts, five restaurants and two lounges, beach and poolside facilities (four chairs and two umbrellas, complimentary daily), The Spa, Fitness Center and Mind & Motion Studio, an open invitation to attend Club events and activities and access to Marina Village amenities.

INITIATION FEE	ANNUAL DUES
\$175,000	FAMILY \$17,556 SINGLE \$14,265

GOLF MEMBERSHIP

Unlimited use of 45-holes of challenging golf, two driving ranges with complimentary range balls, three-day advance golf tee time reservations, private locker in the Member Clubhouse and complimentary golf bag care, storage and transfers, five restaurants and two lounges, beach and poolside facilities (four chairs and two umbrellas, complimentary daily) The Spa, Fitness Center and Mind & Motion Studio, an open invitation to attend Club events and activities and access to Marina Village amenities. And tennis, 24 times per year from May – November. Tennis court fees will apply and usage is subject to availability.

INITIATION FEE	ANNUAL DUES
\$165,000	FAMILY \$17,556 SINGLE \$14,265

TENNIS MEMBERSHIP

Unlimited use of Har-Tru tennis courts, five restaurants and two lounges, beach and poolside facilities (four chairs and two umbrellas, complimentary daily), The Spa, Fitness Center and Mind & Motion Studio. An open invitation to attend Club events and activities, and access to Marina Village amenities. Tennis memberships are invited to play golf 24 times from May – November and 10 times from December – April. Greens fees and cart fees will apply and usage is subject to availability. Two-day advance golf tee time reservations.

INITIATION FEE	ANNUAL DUES
\$125,000	FAMILY \$8,348 SINGLE \$7,792

SOCIAL MEMBERSHIP

Unlimited use of five restaurants and two lounges, beach and poolside facilities (four chairs and two umbrellas, complimentary daily), The Spa, Fitness Center and Mind & Motion Studio, an open invitation to attend Club events and activities, and access to Marina Village amenities. Social memberships are invited to play golf 24 times from May – November and 10 times from December – April, and are also invited to play tennis up to 24 times per year from May – November. Tennis court, greens and cart fees will apply and usage is subject to availability. Two-day advance golf tee time reservations.

INITIATION FEE	ANNUAL DUES
\$115,000	\$7,731

FOOD AND BEVERAGE MINIMUM FOR ALL LEVELS OF MEMBERSHIP

ANNUAL MINIMUM
\$2,000

All initiation fees, dues and food & beverage spending is subject to state sales tax and may change without notice.

9.11.24

tons of reward

CLUB MEMBERSHIP BENEFITS

As a Club member you will enjoy the following amenities, services and privileges:

45 Holes Of Championship Golf

- Multi-million dollar renovation
- PGA certified teaching professionals available for lessons and clinics
- State-of-the-art course maintenance using “green” and sustainable technologies
- Multiple practice areas including chipping and putting greens
- Two driving ranges providing complimentary range balls
- Two golf pro shops offering a full range of equipment and apparel

The Tennis Gardens At Longboat Key Club

- Named #1 Tennis Resort, Gulf Coast of Florida (Tennis Magazine)
- Rated #9 in the Top 10 Gold Medal Tennis Resorts Worldwide (Tennis Resorts Online)
- USTA Outstanding Facility of the Year Award Winner
- 24 Har Tru Courts (5 lit for nighttime play), exhibition court, players patio, and locker rooms
- 8 Pickleball courts (4 lit for nighttime play)
- U.S.T.P.A., PTR, PPR resident pros offering private lessons and daily clinics
- Racquet Sports Concierge and match play services
- Fully stocked pro shop

Five On-Site Restaurants & Lounges

(use included in each level of Membership)

- Latitudes, our signature restaurant overlooking poolside and the Gulf of Mexico
- Banyan Poolside, casual, fresh pool & beach fare
- Portofino Ristorante & L’Ancora Bar, overlooking the Marina
- The Tavern & Whiskey Bar, an American Bistro with over 100 different Whiskeys
- Spike ‘n Tees, casual salads and light fare, overlooking Links on Longboat golf course

Access To Private Beach And Pool Facilities

- Complimentary towels, beach chairs and umbrella (Four chairs and two umbrellas daily.)
- Personalized beach and pool service staff
- Additional furniture and recreational rentals available.

Fitness Center (use included in each level of Membership)

- Open 7 days a week
- 6,500 sq. ft facility
- Fitness programs and state-of-the-art training equipment
- Mind & Motion Studio offering over 60 weekly classes
- Personal trainers for individualized training sessions

The Spa (use included in each level of Membership)

- Over 50 Island inspired services
- Ten treatment rooms including a manicure/pedicure room and a couples massage room
- Licensed massage therapists
- Estheticians are available for body treatments, facials and personal consultation with treatment
- Members enjoy 20% discount on all spa services, and products

Longboat Key Club Moorings

- Members’ Only boating activities and events
- Private Marina pool, ship’s store, laundry facility, and Portofino Ristorante
- Four Pickleball courts (Available to all membership levels)
- Fuel Discounts
- Private Yacht Club Membership and Clubhouse

Club Gatherings & Catering

- Over 250 Member events and social gatherings, annually
- Catering services available for personal entertaining with Members’ Only preferred pricing
- Extensive private party facilities available at Members’ Only rates

Opal Collection Reservations Program

An exclusive ensemble of premier luxury hotels and resorts

- Best Available Rate
- Resort Fees Waived for stays at The Resort at Longboat Key Club
- Upgrades Upon Arrival (based on availability)
- Free Golf at The Sagamore or Samoset Resort (One complimentary round of golf for two guests, per stay)

¹⁴Concierge Services

Dedicated to serving members needs