RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2025059650 3 PG(S)
4/21/2025 10:18 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
SIMPLIFILE Receipt # 3328262

This instrument prepared by:
Richard A. Weller, Esq.
Najmy Thompson, P.L.
1401 8th Avenue West
Bradenton, Florida 34205
941-748-2216

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WOODLANDS VILLAS AT RIVENDELL
CERTIFICATE OF AMENDMENT

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Woodlands Villas at Rivendell (the "Declaration") was recorded as Instrument #1999083949 in the Public Records of Sarasota County, Florida, and

WHEREAS, the owners, as members of The Woodlands Villas at Rivendell Association, Inc. (the "Association") have found it necessary to amend the Declaration, and

NOW THEREFORE, the members of the Association voted to amend the Declaration as set forth below:

(underlined words indicate additions; words stricken through with hyphens indicate deletions)

1. The first "Whereas" clause on Page 2 of the Declaration is amended as follows:

Whereas, Rivendell Joint Venture now desires to create a residential Neighborhood or Sub-Neighborhood within the Unit 2 Neighborhood consisting of single-family detached Villas on the Committed Neighborhood Lands, for certain specific purposes, including, ~~without limitation,~~ the regular maintenance of the yards and landscaping on the Committed Neighborhood Lands as further described and/or limited herein; and

2. Paragraph 3 of the Declaration is amended as follows:

3. The Association. The Woodlands Villas at Rivendell Association, Inc. (the "Association") shall exercise various powers and responsibilities including, without limitation, the maintenance obligations described in Section 4.02(a) and (c) of the Community Declaration. The maintenance obligations of individual property Owners in the Neighborhood, as described in the above Sections 4.02(a) and (c) of the Community Declaration, in effect, are aggregated and incorporated within the Association under the present Declaration, and the Association's obligations in regard to lot maintenance shall be further described and or limited by this Declaration. This Association serves to relieve each individual Lot Owner in the Neighborhood from the isolated physical chores to maintain the grass and landscaping on each particular Lot, and instead, aggregates those individual chores and responsibilities in the form of the new Neighborhood or Sub-Neighborhood Association which is charged to perform and manage these chores in a uniform and regular manner for all Lots within the Committed Neighborhood Lands, except to the extent that may be limited by this Declaration. The Association's maintenance responsibilities, however,

shall not include or extend to structural improvements on the Lots including pools or pool cages, walls or fences, or the house or garage structures themselves. The performance and exercise of the above specific maintenance functions by The Woodlands Villas at Rivendell Association, Inc., a Florida corporation not for profit, shall include the following:

...

[the remainder of Section 3 remains unchanged by this amendment]

3. Sections 6.1 and 6.2 of the Declaration are amended as follows:

6.1 Maintenance of Lots Which Have Received Certificates of Occupancy. For these Lots, the mowing of lawns and all outside maintenance ~~, repair, and replacement~~ of landscaping and repair or replacement of sprinkler heads is the Association's responsibility and is a common expense. Notwithstanding the foregoing, individual Owners are responsible for the following: removal and/or replacement of plants, shrubs, trees, and other landscaping when necessary (e.g., plant is dead or diseased); sod replacement; and trimming of oak trees. No person may add to or change the plantings, grass, trees or landscaping without the prior approval of the Community Association through its Architectural Review Committee.

6.2 Maintenance of Villa Living Units. Each individual Owner shall be responsible to provide the total maintenance, repair and replacement of the roofs, structural components and the exterior walls and other surfaces of the Villas and their garages and appurtenant structures such as privacy walls and fences, along with the cost to install the irrigation system for those Lots and for all costs of those irrigation systems other than the costs of their regular maintenance and upkeep. Notwithstanding the foregoing, obligations for maintenance, repair, removal and replacement of landscaping and sod shall be as described in Section 6.1, Section 8.1, and Section 8.3.

4. Section 8.1 of the Declaration is amended as follows:

8.1 Landscaping. All landscaping, including without limitation, trees, shrubs, lawns, flower beds and ground elevations, shall be maintained by the Association. Notwithstanding the foregoing, individual Owners are responsible for the following: removal and/or replacement of plants, shrubs, trees, and other landscaping when necessary (e.g., plant is dead or diseased); sod replacement; and trimming of oak trees. No landscaping shall be added, augmented, replaced, cut down, destroyed or removed without the prior written approval of the Community Association, through its Building and Planning Board or Architectural Review Committee. If the Owner refuses or fails to remove or replace portions of the landscaping for which the Owner is responsible (e.g., he shrub, plant or tree is dead or diseased), and if the Association replaces trees, plants, shrubs or other vegetation ~~that is destroyed or damaged as a result of an individual Owner's act or one which the Owner could have prevented, then the repair and replacement expense shall be an expense of the individual Owner and~~ , the Association can impose all costs as an assessment against the Lot and collected in the same manner as any Association assessment. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Lot outside of the Villa and the Villa's privacy walls, unless approved by the Community Association. ~~The Association's decision whether to replace trees, plants, shrubs, lawns and other vegetation shall be in the Board's sole and reasonable discretion.~~

CERTIFICATE OF AMENDMENT

The undersigned officer of The Woodlands Villas at Rivendell Association, Inc., a Florida not-for-profit corporation, hereby certifies that the foregoing amendments to the Declaration were approved and adopted by the requisite number of owners in the community. The undersigned further certifies that these amendments were adopted in accordance with the Association's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officer of the Association has executed this instrument this 19th day of February, 2025.

THE WOODLANDS VILLAS AT RIVENDELL ASSOCIATION, INC.

Signed by: Ronald L Grinnell
Print Name and Title: RONALD L GRINNELL
WVAR PRESIDENT

Witnesses:

Signed: Taylor Wilson
Print Name: Taylor Wilson
Address: 4370 S Tamiami Trl #102 Sarasota, FL.

Signed: Daniel Whittse
Print Name: Daniel Whittse
Address: 4370 S. Tamiami Tr. #102 Sarasota, FL 34231

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 19th day of February, 2025, by Ronald Grinnell as President of The Woodlands Villas at Rivendell Association, Inc., who is personally known to me or has produced _____ as identification.

Megan A. McLeod
Notary Public, State of Florida

Notary Public State of Florida
Megan A McLeod
My Commission HH 457614
Expires 11/19/2027