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PREPARED BY: RETURN TO 13287.001  
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SYPRETT, MESHAD, RESNICK & LIEB  
P.O. BOX 1238  
SARASOTA, FL 34230

96045361

**DECLARATION OF RESTRICTIONS**  
**FOR**  
**RIVENDELL UNIT 1 NEIGHBORHOOD**

OFFICIAL RECORDS  
BOOK 2843  
PAGE 918

THIS DECLARATION is made and executed this 19TH day of APRIL, 1996, by BRANDYWINE LAND COMPANY, LTD., a Florida Limited Partnership, hereinafter called "Declarant".

**W I T N E S S E T H :**

WHEREAS, Declarant is the owner of the following described property lying and being in the County of Sarasota, State of Florida, to-wit:

RIVENDELL, Unit 1, as per Plat thereof recorded in Plat Book 38, Pages 3 through 3A, of the Public Records of Sarasota County, Florida.

WHEREAS, Declarant desires to provide for the shared maintenance of the lots and common areas through an association of lot owners; and

WHEREAS, Declarant desires to establish protective covenants covering the usage of the property in the subdivision for the benefit and protection of all owners thereof;

NOW, THEREFORE, Declarant does hereby declare that all property in the subdivision shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements;

- ASSOCIATION. Except as may be otherwise provided by the terms hereof, responsibility for the operation, management, and maintenance of the subdivision shall be vested in an incorporated association known as RIVENDELL UNIT 1 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit, hereinafter called the "Unit 1 Association". The primary purpose of the Unit 1 Association shall be to maintain the Unit 1 Association Property (as discussed in Paragraph 4) and landscaping of the lots within the subdivision as hereinafter discussed, enforce the provisions of this Declaration wherever applicable and appropriate, and perform such other duties as may be assigned to it under the terms hereof or under its Articles of Incorporation and Bylaws. All persons owning a vested present interest in the fee title to any of the

subdivision lots, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, shall automatically be members of the Unit 1 Association, and their respective memberships shall terminate as their vested interest in the fee title terminates. A copy of the Articles of Incorporation of the Unit 1 Association which shall be filed with the Secretary of the State of Florida is attached hereto as EXHIBIT "A". A copy of the bylaws governing the operation of the Unit 1 Association is attached hereto as EXHIBIT "B". The Unit 1 Association shall have all of the rights and powers provided by the Florida corporation statutes, the Articles of Incorporation, the Bylaws, and this Declaration.

2. VOTING RIGHTS. Each lot shall be entitled to one vote at Unit 1 Association meetings, except as otherwise provided in the Unit 1 Association's Articles of Incorporation.

3. RIVENDELL COMMUNITY COVENANTS. The subdivision is part of a planned unit development being developed by Brandywine Land Company, a Florida Limited Partnership, known as "Rivendell". The land is subject to the Declaration of Protective Covenants, Conditions and Restrictions for Rivendell, recorded in Official Record Book 2842, Pages 2626 thru 2676 , of the Public Records of Sarasota County, Florida, and any subsequent amendments thereto. Each person owning a vested present interest in the fee title to a lot shall automatically be a member of the Rivendell Community Association, Inc. ("Community Association"). The Community Association will operate, maintain, improve and manage those areas within Rivendell identified in the Declaration of Protective Covenants, Conditions and Restrictions for Rivendell, as "Community Common Areas". Annual maintenance assessments are payable by home owners to the Rivendell Community Association, Inc., which Association has levy and lien rights in order to enforce payment of assessments. The home owners shall comply with and abide by the terms and provisions of the above documents and the association shall perform the responsibilities and agreements undertaken thereunder. Development in Rivendell is subject to Sarasota County

Zoning Ordinance 92-021, issued by Sarasota County. All conditions, restrictions and requirements contained in the Ordinance are obligations which are enforceable against the owners of land in Rivendell and may be enforced by Sarasota County by action at law or equity, and, in the event Sarasota County prevails in such an action at law or equity, it shall be entitled to its costs, including attorneys fees. The subdivision shall be developed in accordance with the Ordinance. No portion of the subdivision shall be used for any purpose or in any manner inconsistent with the Ordinance. Any violation of the Ordinance shall be a violation of this Declaration.

4. UNIT 1 ASSOCIATION PROPERTY. Declarant shall convey Tract 601 as identified on the subdivision plat to the Unit 1 Association.

The Unit 1 Association shall be responsible for maintenance of the parcel identified as Tract 601 on the subdivision plat and any improvements constructed by Declarant thereon. The Tract, subject to restrictions herein and on the plat, shall be available for general usage by the lot owners. Declarant shall quit claim title to Tract 601 to the Unit 1 Association no later than the date of the "turnover" meeting of members of the Unit 1 Association as described in the Unit 1 Association's Articles of Incorporation.

The Tract and the improvements constructed by Declarant thereon are sometimes referred to herein as the "Unit 1 Association Property". The term "Unit 1 Association Property" shall also include any additional real or personal property acquired from time to time by the Unit 1 Association.

5. COMMON EXPENSES. All costs and expenses that may be duly incurred by the Unit 1 Association through its Board of Directors (the "Board") from time to time in operating, maintaining, improving, protecting, managing, and conserving the Unit 1 Association Property and in carrying out its duties and responsibilities as provided by this Declaration and by its Articles of Incorporation and Bylaws shall constitute "common

expenses" of the Unit 1 Association. Funds for the payment of the common expenses shall be collected by the Unit 1 Association through assessments against the lots in accordance with the provisions of Paragraph 10. By way of illustration and not as a limitation, the common expenses shall include:

(a) costs of operation, maintenance, repair, and replacement of the Unit 1 Association Property;

(b) costs of management of the subdivision and administrative costs of the Unit 1 Association, including professional fees and expenses;

(c) costs of water and sewerage service, electricity, and other utilities furnished to the subdivision that are not metered separately to the individual lots;

(d) labor, material, and supplies used in conjunction with the Unit 1 Association Property;

(e) damages to the Unit 1 Association Property in excess of insurance coverage;

(f) compensation for a manager or managers and their assistants, as shall be determined by the Board of the Unit 1 Association;

(g) premium costs of all fire, windstorm, flood, and other property and liability insurance procured by the Unit 1 Association pursuant to the terms hereof;

(h) costs incurred by the Unit 1 Association, upon approval by the Board, for the installation of additions, alterations, or improvements to the Unit 1 Association Property, or for the purchase of additional lands, leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, acquired for the benefit of all the lot owners, provided that the purchase or installation of such items shall first be approved by the affirmative vote of lot owners holding a majority of the total votes of the Unit 1 Association membership;

(i) other costs incurred by the Unit 1 Association in fulfilling its maintenance obligations under the terms of paragraph 6;

(j) should the Unit 1 Association Board so choose, the costs of cable or central antenna television service; and

(k) costs involved in the operation and maintenance of any stormwater management and discharge facility.

6. MAINTENANCE, REPAIRS, AND REPLACEMENTS. The respective obligations of the Unit 1 Association and the lot owners to maintain, repair, and replace the subdivision property and other property serving the lot owners shall be as follows:

(a) By the Unit 1 Association. The Unit 1 Association shall maintain, repair, and replace as part of the common expenses:

(1) the Unit 1 Association Property;

(2) all electrical, mechanical, plumbing, and other equipment serving the Unit 1 Association Property;

(3) all sod, shrubs, landscape berms, and other landscaping and irrigation therefore located within the subdivision (including individual lots), including unpaved right-of-way and the alleyway shown on the Plat;

(4) any stormwater management and discharge facility serving the subdivision. In the event of dissolution of the Unit 1 Association, any stormwater management and discharge facility serving the subdivision may be maintained by the Rivendell Community Association, Inc., Sarasota County, or the Southwest Florida Water Management District.

The Unit 1 Association shall have the irrevocable right to have access to each lot from time to time during reasonable hours as may be necessary for the maintenance and upkeep of subdivision landscaping and the Unit 1 Association Property, as discussed herein, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage from one dwelling or lot arising from an emergency condition on adjacent property. If the Board determines that any

maintenance, repair, or replacement required to be made by the Unit 1 Association was necessitated by the carelessness, negligence, or intentional act of a lot owner, his lessees, invitees, or guests, the cost of such maintenance, repair, or replacement shall be assessed against the lot owner and shall be payable by such lot owner within 30 days after delivery of written notice of the assessment.

(b) By the Lot Owners. Each lot owner shall maintain, repair, and replace all improvements including fences located upon the owner's lot. It is the intent hereunder that the Unit 1 Association shall maintain only landscaping of lots and that the lot owner shall be responsible for all other maintenance and repair.

The Unit 1 Association Board may from time to time establish reasonable maintenance standards concerning dwelling-owner maintenance and repair responsibilities for dwellings to be constructed upon lots in the subdivision. The Board shall have exclusive control as to color schemes for painting or dwelling exteriors to be used within the subdivision.

In the event a lot owner fails to fulfill his maintenance obligations as set forth above, the Unit 1 Association, at the discretion of the Board, may undertake such maintenance and make such repairs as the board may deem necessary, and the cost thereof shall be assessed against such defaulting lot owner and shall be payable within 30 days after delivery of written notice of the assessment.

7. INSURANCE, DESTRUCTION, AND RECONSTRUCTION. The Unit 1 Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company for all of the insurable improvements (if any) included within the Unit 1 Association Property, for the full replacement value thereof, unless this obligation is waived by affirmative vote of lot owners holding a majority of the total votes of the Unit 1 Association membership; the Unit 1 Association shall obtain and maintain public liability insurance covering the Unit 1 Association Property. The

premiums for such insurance coverage shall be a part of the common expenses. The Unit 1 Association shall have the authority to compromise and settle all claims against the Unit 1 Association or upon insurance policies held by the Unit 1 Association. Each lot owner will be responsible for obtaining such insurance coverage as the owner sees fit for any improvements located upon that owner's lot. Each lot owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about that owner's lot, as the owner may deem appropriate.

8. RESTRICTIONS UPON USE. No owner, tenant, or other occupant of a lot (which, for the purposes of this paragraph, shall include the dwelling constructed thereon) shall:

- (a) use the lot other than for residential purposes;
- (b) do any of the following without the prior written consent of the Unit 1 Association Board (except as may be otherwise authorized by the provisions of paragraph 6): paint or otherwise change the appearance of any exterior wall, door, patio, terrace, fencing, or any exterior surface; place any sunscreen, blind, or awning on any balcony or exterior surface or opening; tint, color, or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the board; plant any planting outside of the dwelling interior; erect any exterior lights or signs; place any signs or symbols in windows or on any exterior surface;
- (c) construct any improvements upon the lot, including fences, sheds or recreational equipment, apart from the initial dwelling constructed upon the lot;
- (d) cause or permit loud or objectionable noises or obnoxious odors to emanate from the lot or other property in the subdivision which may cause a nuisance to the occupants of other lots in the sole opinion of the board;
- (e) make any use of the lot or other property in the subdivision which violates any laws, ordinances, or regulations of any governmental body;

(f) fail to conform to and abide by the provisions of this Declaration, Unit 1 Association's Articles of Incorporation and Bylaws;

(g) erect, construct, or maintain any wire, antennas, or satellite dishes, outside of a dwelling, except with the written consent of the Unit 1 Association Board;

(h) divide or subdivide the lot for purpose of sale or lease (however, a lot may be combined with an adjacent lot and occupied as a single dwelling unit);

(i) obstruct the common way of ingress and egress to the other lots or the Association Property;

(j) hang any laundry, garments, or unsightly objects from any place readily visible from outside the dwelling;

(k) allow anything to remain on the lot which would be unsightly or hazardous;

(l) allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided therefor, or fail to keep any improvements on the owner's lot in a clean and sanitary condition at all times;

(m) allow any fire or health hazard to exist;

(n) lease less than three months or more than twice in a calendar year;

(o) store a golf cart in any place other than in a garage;

(p) park overnight any commercial vehicle, truck, boat, camper, motor home, trailer, mobile home, or similar vehicle, or any vehicle of unsightly appearance or in a state of disrepair, in any driveway or other parking area (other than in an enclosed garage), unless permitted in writing by the Board; provided, however, that the words "commercial vehicle" shall exclude any automobile bearing a small-sized business name;

(q) allow any animals to be kept on the lot, other than in conformity with rules and regulations promulgated from time to time by the Board;



r) discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain, or portion of the subdivision property so as harmfully to affect any landscaping or plants or pollute the Rivendell drainage system.

It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, dwelling, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Management District (District). For lots abutting wet detention ponds, it is the property owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, and cutting. Property owners should address any questions regarding authorized activities within the wet detention pond to the Southwest Florida Water Management District, Venice Permitting Department.

9. SALE, TRANSFER, LEASE, OR OCCUPATION OF A LOT. In the event of a sale, lease, transfer or occupation of a dwelling (except by the Declarant), the owner shall notify the Board with the name of the new owner or tenant, along with the closing date of sale or term of lease. A dwelling shall not be leased for less than a three month term, or more often than twice per year, and must be leased in its entirety.

10. ASSESSMENTS. The common expenses of the Unit 1 Association shall be payable by quarterly and special assessments levied by the Board against all lots in the subdivision. The Board shall approve annual budgets of anticipated income and common expenses for each fiscal year and thereupon shall levy an annual assessment against each lot, payable quarterly. The assessment shall be collected in the manner provided in the Bylaws. The Board shall have the power to levy special assessments against the lots as prescribed in the Bylaws. Payment of any special assessment

levied by the Board shall be due upon not less than 30 days written notice thereof on the date and in such installments as the Board may specify.

(a) Assessments. Each lot shall be subject to an equal assessment and have one vote in Unit 1 Association matters.

(b) Commencement of Assessment. Notwithstanding any of the above, no lot shall be liable for payment of any portion of any annual or special assessment or installment thereof until the first day of the month following the issuance of a certificate of occupancy for the dwelling constructed on the lot.

(c) Delinquent Assessments. Any assessment, including an assessment made pursuant to the provisions of Paragraph 5 and 6, which is not paid when due shall be subject to a late charge of 10 percent, or such other late charge as may be established by resolution of the Board, and shall bear interest from the due date until paid at the rate of 18 percent per annum or at such other rate as may be established by resolution of the Board up to the maximum rate allowed by law. If any assessment is payable in installments and a lot owner defaults in the payment of an installment, the remaining installments of such assessment may be accelerated by the Unit 1 Association to maturity by giving the defaulting lot owner 10 days notice of intent to accelerate unless all delinquent sums are paid within that time.

(d) Personal Obligation of Lot Owner. Every assessment levied by the Board of the Unit 1 Association shall be the personal obligation of the owner of the lot against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid within 10 days after the same is due, then the Unit 1 Association may bring suit against the owner on his personal obligation, and there shall be added to the amount of such assessment the aforementioned late charge and interest and all costs and reasonable attorneys' fees incurred by the Unit 1 Association in preparation for and in bringing such action, including reasonable attorneys' fees for appellate proceedings.

11. UNIT 1 ASSOCIATION LIEN RIGHTS. To provide an additional means to enforce the collection of any assessment, including assessments made pursuant to the provisions of Paragraphs 5 and 6, the Unit 1 Association shall have a lien against each lot and all improvements thereon. The lien of every such assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, shall attach and become a charge on each lot and all improvements thereon upon the recording of this Declaration.

In the event any assessment is not paid within 30 days after the same is due, the Unit 1 Association shall have the right to file a claim of lien in the Public Records of Sarasota County. The lien may be enforced by the Unit 1 Association 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 Unit 1 Association files a claim of lien against any lot, the Unit 1 Association shall be entitled to recover from the owner of such lot the late charge and interest described in Paragraph 8 and all costs and reasonable attorneys' fees incurred by the Unit 1 Association in preparing, filing, and foreclosing the claim of lien, including reasonable attorneys' fees for appellate proceedings. All such late charges, interest, costs, and attorneys' fees shall be secured by the lien of the assessment.

12. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. All savings and loan associations, banks, credit unions, mortgage bankers, mortgage brokers, insurance companies, pension funds, agencies of any state government, and agencies of the United States Government (including the Veterans Administration, the Federal Housing Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation), and their subsidiaries, affiliates, successors and assigns, holding first mortgages upon any of the lots are herein referred to as "institutional first mortgagees". The termination of the provisions of this Declaration by vote of the lot owners shall require the written consent of

institutional first mortgagees holding at least 51 percent of such first mortgages. Such consent shall not be unreasonably withheld. Any institutional first mortgagee that acquires title to a lot through mortgage foreclosure or acceptance of a deed in lieu of foreclosure shall not be liable for any assessments levied against such lot which became due prior to the acquisition of such title unless a claim of lien for such assessments was recorded prior to the recording of the mortgage.

13. RIGHTS OF DECLARANT. Declarant hereby reserves the right to appoint, remove, and replace from time to time the directors of the Unit 1 Association in accordance with the provisions of the Unit 1 Association's Articles of Incorporation and Bylaws. Declarant may terminate such right by relinquishing control of the election of the Board to the lot owners at any time. As long as Declarant holds lots in this subdivision for sale in the ordinary course of business, this Declaration shall not be amended nor the provisions of this Declaration terminated without the written consent of Declarant.

At the time of recording this Declaration, construction of all of the units and improvements in the subdivision has not been completed. Declarant reserves all rights and easements necessary or desirable with respect to the subdivision property to complete such construction and to effect the sale or lease of all of the lots. As long as Declarant holds lots or units in Rivendell for sale in the ordinary course of business, Declarant shall have the right to exhibit such signs and sales materials on the subdivision property as may be desirable to effect such sales and may use one or more of the lots for offices, models, and other uses appropriate for the promotion of sales and for the development and management of property in Rivendell.

Declarant reserves the right to use the name "Rivendell" or any similar name in connection with other condominium or subdivision developments in Sarasota County.

14. EASEMENTS. The respective rights and obligations of the lot owners, the Unit 1 Association, Declarant, and others

concerning easements affecting the subdivision property shall include the following:

(a) Reserved by Declarant. Declarant hereby reserves for the benefit of itself, its successors and assigns, perpetual easements for (1) the installation, construction, repair, maintenance, and replacement of lines, pipes, wells, drains, cables, equipment, apparatus, structures, roads, alleyways, driveways, and other improvements for private or public utility services of all kinds, including without limitation, water, sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, over, under, through, and across the subdivision property; and (2) ingress and egress by pedestrians, runners, bicycles, automobiles, and other vehicles over, under, through, and across the subdivision alleyway or lane for the purpose of obtaining access to the subdivision property and properties adjacent thereto, together with the right to construct, maintain, and replace such roads, walkways, alleyway or lane, bike paths, and other improvements as may be reasonably appropriate for the use and enjoyment of such easement. Declarant may assign and convey any of the foregoing easements to such persons or entities as Declarant may deem appropriate for the use of such persons or groups of persons as may be designated and upon such terms as may be established by Declarant.

(b) Granted to Lot Owners. Each lot owner is hereby granted a non-exclusive perpetual easement (1) over and across the alleyway or lane within the subdivision for ingress and egress to and from the owner's lot; and (2) for any encroachment by an owner's dwelling on an adjoining lot which may exist now or in the future by virtue of overhangs, foundation slab or footer underground extensions across lot lines, inaccuracies in construction or settlement or movement of the dwelling, or otherwise, which encroachments shall be allowed to remain undisturbed until they no longer exist.

(c) Granted to Utilities. There is hereby granted to all public and private utility companies furnishing utility

services to the subdivision as of the time of recording of this Declaration, or hereafter authorized by Declarant or the Unit 1 Association to furnish such services, a perpetual non-exclusive easement for the construction, installation, maintenance, repair, and replace of the equipment, structures, and other improvements by which such utility services are respectively provided over, under, across, and through such portion of the subdivision property as may be reasonably necessary therefor.

(d) Granted to and by the Unit 1 Association. There is hereby granted to the Unit 1 Association a perpetual non-exclusive easement across each lot for the purpose of maintaining all landscaping within the subdivision and the Unit 1 Association Property.

The use of any easement granted under the provisions of this paragraph shall not include the right to disturb any building or structure on the subdivision property, and any damage caused to same shall be repaired at the expense of the party causing such damage. In the event a party's use of an easement granted pursuant to the terms hereof causes a disturbance of the surface of the land, then the roadways, grass, landscaping, and other improvements which are disturbed shall be restored promptly by such party as nearly as possible to their prior condition. The area designated on the plat as Tract 601 may be used by the Unit 1 Association for planting of flowers, shrubs, trees and sod, placement of walls or fences, signage, and other reasonable ancillary uses which are not inconsistent with governing ordinances.

15. MANAGEMENT AGREEMENT. The Unit 1 Association, acting through its Board, is authorized to enter into an agreement with any person or legal entity, including Declarant or an affiliated company of Declarant, to act as managing agent to handle the administrative affairs and maintenance obligations of the Unit 1 Association upon such terms and conditions as the Board may deem to be in the best interests of the subdivision and the lot owners.

The Board shall, however, retain at all times the power to adopt budgets, levy assessments, promulgate rules, and otherwise determine matters of a non-ministerial character.

16. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default by the owner, tenant, or occupant of any lot in complying with the provisions and requirements of this Declaration, the Articles of Incorporation, the Bylaws, and such regulations and rules as may be promulgated by the Unit 1 Association Board shall entitle the Unit 1 Association to injunctive relief or money damages or both. In any such legal or equitable action or proceeding in which the Unit 1 Association is the prevailing party, the Unit 1 Association shall be entitled to recover its costs and reasonable attorneys' fees, including reasonable attorneys' fees for appellate proceedings. During the continuance of any such default, the Unit 1 Association, by action of the board, may discontinue the supply of any utility services to the defaulting party's lot that are paid by the Unit 1 Association as part of the common expenses. Upon the correction of such default and the payment by the lot owner of the expense of the discontinuance and restoration of such services, they shall be immediately restored.

17. DURATION. The provisions of this Declaration shall run with and bind all of the property in the subdivision and shall inure to the benefit of and be enforceable by Declarant, the Unit 1 Association, and each lot owner, and their respective legal representatives, heirs, successors, and assigns, for a term of 99 years from the date this Declaration is recorded, after which time the provisions of this Declaration shall be automatically extended for successive periods of 10 years each, unless prior to the commencement of any such 10 year period: (1) lot owners holding at least two-thirds of the total votes of the Unit 1 association membership approve the termination of the provisions of this Declaration, and (2) a written instrument certifying that such approval has been obtained is signed by the president and secretary

of the Unit 1 Association and recorded in the Public Records of Sarasota County.

18. AMENDMENTS. The provisions of this Declaration may be amended by affirmative vote of lot owners holding at least two-thirds of the total votes of the Unit 1 Association membership, except that provisions relating to sharing of common expenses, rights of Declarant, rights of institutional first mortgagees, and voting rights of lot owners may be amended only with the written consent of all persons or entities adversely affected thereby. Amendments to the Unit 1 Association's Articles of Incorporation and Bylaws may be made in the manner provided therein and shall not be subject to the requirements set forth herein for amendments to the provisions of this Declaration.

Except for amendments by Declarant as herein provided, no amendment shall be effective unless it be in writing, executed by the president or vice president and attested by the secretary of the Unit 1 Association with the formalities required by a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County. Any amendment so executed and recorded shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration and the Unit 1 Association's Articles of Incorporation and Bylaws. It shall not be necessary for the individual owners of lot or holders of recorded liens thereon to join in the execution of any amendment, except as specifically provided herein.

As long as Declarant holds title to any lot in the subdivision, Declarant shall have the right and irrevocable power to amend this Declaration. Any such amendment shall be executed by Declarant, and the joinder or further consent of the Unit 1 Association or individual owners of lots or holders of recorded liens or other interests therein, including institutional first mortgagees, shall not be required.

All amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein and



shall take effect immediately upon recordation in the Public Records of Sarasota County. No amendment to this Declaration shall impair, restrict or prove detrimental to the rights of Sarasota County as provided within the Declaration, and as subsequently amended, without the joinder and consent of an authorized officer, representative, or agent of Sarasota County.

19. BINDING EFFECT. All provisions of this Declaration shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until this Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities; the plural number shall include the singular and the singular shall include the plural. The term "Declarant" as used herein shall include Brandywine Land Company, Ltd. and its successors and assigns. The obligations of Declarant arising under this Declaration or under any other instrument are obligations of the limited partnership and do not extend to the employees, officers, directors and partners of Declarant. Such employees, officers, directors, and partners shall have no individual liability in any action brought, or for any claim asserted, by the Unit 1 Association or by any lot owner in connection with the construction, development, or sale of any lot or other property or improvements in the subdivision.


20. SEVERABILITY. If any provision of this Declaration of the Unit 1 Association's Articles of Incorporation or Bylaws, or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid by a court of jurisdiction, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

21. MISCELLANEOUS. Sarasota County shall have the right, but not the obligation, to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, lien and charges now, or hereafter imposed by the provisions of this Declaration, or any Amendment thereto, including the right to

prevent the violation as to any such provisions, the right to recover damages for any such violations, and including the right to impose and enforce assessments on behalf of the subdivision.


IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed in its name this 19<sup>th</sup> day of APRIL, 1996.

WITNESSES:

  
Print John D. Dumbugh

BRANDYWINE LAND COMPANY, LTD., a Florida Limited Partnership

By: BRANDYWINE LAND COMPANY, INC., a Florida corporation, as General Partner

  
Print Michele D. Bacon


By:   
Robert Elliot, President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

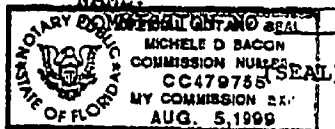
The foregoing instrument was acknowledged before me by Robert Elliot, as President of Brandywine Land Company, Inc., a Florida corporation, as General Partner of Brandywine Land Company, Ltd., a Florida Limited Partnership, who is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my hand and official seal in the county and state last aforesaid this 19<sup>th</sup> day of April, 1996.

  
\_\_\_\_\_  
NOTARY PUBLIC

NAME:

MY COMMISSION EXPIRES:



CONSENT OF MORTGAGEE

The undersigned is the owner and holder by virtue of a Mortgage recorded in Official Record Book 2805, Page 802, as modified, of the Public Records of Sarasota County, Florida, of a mortgage lien upon the premises described in the Declaration of Restrictions for Rivendell Unit 1 Neighborhood. The undersigned hereby joins in and consents to the submission of said lands to subdivision ownership in accordance with the terms and provisions of said Declaration of Restrictions.

WITNESSES:

SUNTRUST BANK, GULF COAST

*Helen A. Klinge*  
Print: HELEN A. KLINGE

By: *Carl Goff* First Vice President  
Carl Goff, as Vice President

*John D. Dumbaugh*  
Print: John D. Dumbaugh

STATE OF FLORIDA  
COUNTY OF SARASOTA

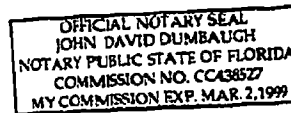
The foregoing instrument was acknowledged before me by Carl Goff, as Vice President of SUNTRUST BANK, GULF COAST, who is personally known to me ~~or has produced~~ \_\_\_\_\_ as identification.

Witness my hand and official seal in the county and state last aforesaid this 17<sup>th</sup> day of April, 1996.

*John David Dumbaugh*  
NOTARY PUBLIC  
NAME: \_\_\_\_\_  
COMMISSION NO. \_\_\_\_\_

MY COMMISSION EXPIRES:

(SEAL)



JOINDER OF ASSOCIATION

RIVENDELL COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in and consents to the foregoing Declaration of Restrictions for Rivendell Unit 1 Neighborhood and hereby agrees to the provisions thereof and the obligations imposed upon the corporation therein.

IN WITNESS WHEREOF, the corporation has caused this joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this \_\_\_ day of \_\_\_ April, 1996.

WITNESSES:

[Signature]  
Print: John D. Dumbaga  
[Signature]  
Print: Michele D Bacon

RIVENDELL COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit

By: [Signature]  
ROBERT ELLIOTT, PRESIDENT

(Corporate Seal)

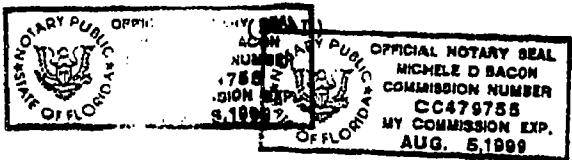
STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by ROBERT ELLIOTT, PRESIDENT as PRESIDENT of Rivendell Community Association, Inc., a Florida corporation not for profit, who is personally known to me or has produced \_\_\_ as identification.

Witness my hand and official seal in the county and state last aforesaid this 19<sup>th</sup> day of APRIL, 1996.

[Signature]  
NOTARY PUBLIC  
NAME: \_\_\_\_\_  
COMMISSION NO. \_\_\_\_\_

MY COMMISSION EXPIRES:



# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of RIVENDELL UNIT 1 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation, filed on March 8, 1996, as shown by the records of this office.

The document number of this corporation is N9600001384.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Thirteenth day of March, 1996



CR2EO22 (2-95)

Handwritten signature of Sandra B. Northam in cursive.

Sandra B. Northam  
Secretary of State

(EXHIBIT "A")

ARTICLES OF INCORPORATION

OF

95 MAR -8 PM 2 35

RIVENDELL UNIT 1 NEIGHBORHOOD ASSOCIATION, INC. STATE OF FLORIDA

(A Corporation Not-for-Profit)

In order to form a corporation not-for-profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned by these Articles of Incorporation (the "Articles") hereby certifies as follows:

Article I  
DEFINITIONS

All terms which are defined in the Declaration of Restrictions for Rivendell Unit 1 Neighborhood, hereinafter referred to as the "Unit 1 Declaration", shall be used herein with the same meanings as defined in said Unit 1 Declaration.

Article II  
NAME

The name of this Unit 1 Association shall be RIVENDELL UNIT 1 NEIGHBORHOOD ASSOCIATION, INC. (hereinafter referred as the "Unit 1 Association"), whose present address is 999 South Tamiami Trail, Osprey, FL 34229.

Article III  
PURPOSES

The purposes for which this corporation is organized are to take title to (when conveyed by Declarant as provided in the Unit 1 Declaration), operate, administer, manage, lease and maintain the Unit 1 Association Property or such portions thereof or as are dedicated to or made the responsibility of the Unit 1 Association in the Unit 1 Declaration, in accordance with the terms of and purposes set forth therein; and to conduct any lawful business permitted under the laws of the State of Florida for corporations not-for-profit in order to carry out the covenants and enforce the provisions of any Unit 1 Documents. The Unit 1 Association is not a condominium association under Chapter 718, Florida Statutes.

Article IV  
POWERS

The Unit 1 Association shall have the following powers and shall be governed by the following provisions:

.. OFFICIAL RECORDS ..  
BOOK 2843 PAGE 939

A. The Unit 1 Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of the Unit 1 Documents.

B. The Unit 1 Association shall have all of the powers reasonably necessary to implement the purposes of the Unit 1 Association including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Unit 1 Declaration or any other Unit 1 Documents.
2. To make, establish and enforce reasonable Rules governing the use of Rivendell Unit 1 Neighborhood or any portions thereof, including, without limitation, the Unit 1 Association Property.
3. To make, levy and collect Assessments for the purpose of obtaining funds for the payment of Unit 1 Expenses in the manner provided in the Unit 1 Documents and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Unit 1 Association.
4. To maintain, repair, replace and operate those portions of Rivendell Unit 1 Neighborhood that it is required to maintain, repair, replace and operate in accordance with the Unit 1 Documents.
5. To perform any act required or contemplated by the SARASOTA COUNTY ZONING ORDINANCE 92-021.
6. To enforce the provisions of the Unit 1 Documents.
7. To employ personnel; to retain independent contractors and professional personnel; and to enter into service contracts to provide for the maintenance, operation and management of property; and to enter into any other agreements consistent with the purposes of the Unit 1 Association, including but not limited to agreements with respect to the professional management and to delegate to such professional management certain powers and duties of the Unit 1 Association.

#### Article V MEMBERS AND VOTING

The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

- A. The Membership of the Unit 1 Association shall be comprised of the Owners (owners other than Declarant are herein-

after sometimes collectively referred to as the "Owner Members"), including the Declarant. Membership shall be established as hereinafter set forth.

B. An Owner Member's membership shall be established effective immediately upon such Person's becoming an Owner of a lot. The new Member shall present the Unit 1 Association with a copy of the recorded Warranty Deed or other muniments of title conveying the title to the lot so conveyed. Membership shall pass with title to the lot in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such lot.

C. Declarant's Membership in the Unit 1 Association shall be established effective immediately upon the creation of the Unit 1 Association, and until the establishment and effectiveness of any other Member's membership, the membership of the Unit 1 Association shall be comprised solely of Declarant.

D. Voting Rights. The voting rights of the Members shall be as follows:

1. Number of Votes. Each Member shall have one vote per lot owned.

2. Casting of Votes.

(a) Declarant. Declarant or the Person designated in Declarant's written proxy shall cast the votes possessed by Declarant as a Member at meetings of the Unit 1 Association. Nothing herein contained shall require that Declarant cast in the same manner all the votes he is entitled to cast as a Member, and Declarant may cast fewer than the total number of votes he possesses.

(b) Each Owner Member shall cast its vote(s) as a Member at meetings of the Unit 1 Association.

3. Person Entitled to Vote:

(a) The vote of Members owning a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person ("Voting Member") named in a proxy or certificate of voting authorization ("Certificate") executed by all of the owners of the Unit, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Unit 1 Association. If such a proxy or Certificate is not filed with the Secretary of the Unit 1 Association, the vote of such Unit shall not be considered for a quorum or for any other purpose.



(b) Whenever any Unit is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a proxy or Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

(i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Unit owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(ii) Where only one (1) spouse is present at a meeting, the spouse present may cast their vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Unit 1 Association by the other spouse. In the event of prior written notice to the contrary to the Unit 1 Association by the other spouse, the vote of their Unit shall not be considered.

(iii) Where neither spouse is present, the person designated in a proxy or Certificate signed by either spouse may cast their vote, absent any prior written notice to the contrary to the Unit 1 Association by the other spouse or the designation of a different Voting Member by the other spouse. In the event of prior written notice to the contrary to the Unit 1 Association or the designation of a different Voting Member by the other spouse, the vote of their Unit shall not be considered.

F. Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the RIVENDELL Documents.

Article VI  
TERM

The term for which this Unit 1 Association is to exist shall be perpetual.

Article VII  
INCORPORATOR

The name and street address of the Incorporator of the Unit 1 Association is as follows:

<u>Name</u>	<u>Address</u>
ROBERT ELLIOTT	999 SOUTH TAMiami TRAIL OSPNEY, FL 34229

The rights and interests of the Incorporator shall automatically terminate when these Articles are filed with the Secretary of State of Florida.

Article VIII  
BOARD OF DIRECTORS

A. The number of members of the first Board ("First Board") shall be three (3).

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

<u>Name</u>	<u>Address</u>
ROBERT ELLIOTT	999 SOUTH TAMiami TRAIL OSPREY, FL 34229
JOHN D. DUMBAUGH	1900 RINGLING BLVD. SARASOTA, FL 34236
MARK BOTTS	999 SOUTH TAMiami TRAIL OSPREY, FL 34229

The First Board shall be the Board until the first Annual Members Meeting after the Transfer Date. Declarant shall have the right to appoint, designate or elect the members of the First Board until the first Annual Members' Meeting after the Transfer Date, and in the event of any vacancy, to fill any such vacancy. Declarant reserves the right to remove from the First Board any Directors it designates or elects.

C. 1. At the first Annual Members' Meeting after the Transfer Date, and at all Annual Members' Meetings thereafter, the number of Directors shall be increased to five (5). In addition, after the Transfer Date and for so long as Declarant owns any interest in the Total Lands, Declarant shall have the right, but not the obligation, to designate one additional Director and his/her successors ("Declarant Director").

2. The Transfer Date shall be ninety (90) days after Declarant conveys to Owners ninety-five (95%) percent of the total number of Dwelling Units permitted by SARASOTA COUNTY ZONING ORDINANCE 92-021 to be constructed on the Total Lands, or at any time upon a voluntary election of Declarant, whichever is the soonest to occur.

3. Any Directors named by Declarant shall serve at the pleasure of Declarant, and in the event of vacancies of such Directors, such vacancies shall be filled by Declarant. The fact that the Owners have not elected or refuse to elect Directors shall

not interfere with the right of Directors designated by Declarant to resign.

D. The resignation of a Director who has been designated, appointed or elected by Declarant, or the resignation of an officer of the Unit 1 Association who was elected by the First Board, shall remise, release, acquit, and forever discharge such Director or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, claims, bonds, bills, covenants, contracts, controversy, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the Unit 1 Association or Members had, now have, or will have; or which any personal representative, successor, heir or assign of the Unit 1 Association or Members hereafter may have against such Director or officer by reason of his having been a Director or officer of the Unit 1 Association.

#### Article IX OFFICERS

A. The affairs of the Unit 1 Association shall be managed by the President of the Unit 1 Association, assisted by one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, which officers shall be subject to the direction of the Board.

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer; and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, that such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The same person may hold two offices, the duties of which are not incompatible; provided, however, the President shall not hold another office.

C. First Officers: the names of the officers who are to serve until the first election of officers by the Directors are as follows:

ROBERT ELLIOTT  
MARK BOTTS

PRESIDENT & TREASURER  
VICE PRESIDENT & SECRETARY

Article X  
INDEMNIFICATION

Every Director and every officer of the Unit 1 Association shall be indemnified by the Unit 1 Association against all expenses and liabilities, including attorneys' fees through all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, arbitration or settlement to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Unit 1 Association, whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the foregoing, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director or officer admits or is adjudged guilty of willful malfeasance in the performance of his duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all of indemnification to which such Director or officer may be entitled by common law or statute.

Article XI  
BY-LAWS

By-Laws of the Unit 1 Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

Article XII  
AMENDMENTS

A. These Articles may be amended by the following methods:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Members ("Required Notice").

(c) At such meeting a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of all Members entitled to vote thereon.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Directors and all Owners setting forth their intention that an amendment to these Articles be adopted.

B. A copy of each amendment shall be filed with the Secretary of State of the State of Florida and a certified copy shall be obtained by the secretary.

C. A certified copy of each such amendment shall be attached to any certified copy of these Articles and shall be part of such Articles and an exhibit to the Community Declaration upon the recording of the Community Declaration; or, in lieu thereof, "Restated Articles" (as described in Article XIV below) may be adopted and a certified copy thereof shall be attached as an exhibit to the Community Declaration upon recordation thereof.

D. There shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Declarant, including the right to designate and select the Directors as provided in Article VIII hereof and the rights reserved to Declarant in the Community Declaration, without the prior written consent thereto by Declarant; (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Community Declaration.

#### Article XIII SUCCESSOR ENTITIES

In the event of the dissolution of the Unit 1 Association or any successor entity thereto, any property dedicated or conveyed to the Unit 1 Association shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which the Unit 1 Association, or a successor thereto, was maintaining such property in accordance with the terms and provisions under which such property was being held by this Unit 1 Association or such successor.

#### Article XIV RESTATEMENT OF ARTICLES

A. All provisions contained within these Articles plus any amendments thereto may at any time be integrated into a single

instrument as "Restated Articles" and adopted by the Board. Such Restated Articles shall be specifically designated as such and shall state, either in the heading or in the introductory paragraph, the Unit 1 Association's name and, if it has been changed, the name under which it was originally incorporated and the date of filing of the original Articles or any restatements thereof in the Office of the Secretary of State of Florida. Such Restated Articles shall also state that they were duly adopted by the Board and that such Restated Articles only restate and integrate and do not further amend the provisions of these Articles as theretofore amended, or that any amendment included therein has been adopted pursuant to Article XII hereof and that there is no discrepancy between these Articles as theretofore amended and provisions of the Restated Articles other than the inclusion of the properly adopted amendments.

B. Upon the filing of Restated Articles by the Secretary of State of Florida, the original Articles, as theretofore amended, shall be superseded, and thenceforth the Restated Articles shall be these Articles of Incorporation of the Unit 1 Association.

C. Amendments may be made simultaneously with restatement of these Articles if the requirements of Article XII are complied with. In such event, the Articles of Incorporation shall be specifically designated as such.

Article XV  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Unit 1 Association is 999 South Tamiami Trail, Osprey, FL 34229, and the initial Registered Agent of the Unit 1 Association at that address shall be ROBERT ELLIOTT.

IN WITNESS WHEREOF, I, ROBERT ELLIOTT, the Incorporator of the Rivendell Unit 1 Neighborhood Association, Inc., have hereunto affixed my signature this 6th day of March, 1996.

Robert Elliott  
ROBERT ELLIOTT

The undersigned hereby accepts the designation of Registered Agent of Rivendell Unit 1 Neighborhood Association, Inc. as set forth in Article XV of these Articles.

Robert Elliott  
ROBERT ELLIOTT

STATE OF FLORIDA )  
: ss.:  
COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared ROBERT ELLIOTT, to me known to be the person described as the Incorporator of the Rivendell Unit 1 Neighborhood Association, Inc. and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed, and he did not take an oath.

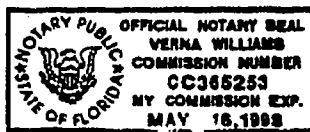
WITNESS my hand and official seal this 6th day of March, 1996.

Personally Known [X] or  
Produced Identification [ ]  
Type of I.D. Produced:  
\_\_\_\_\_

*Verna Williams*  
Notary Public

My Commission Expires:

[SEAL]



STATE OF FLORIDA )  
: ss.:  
COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared ROBERT ELLIOTT, to me known to be the person described as Initial Registered Agent, in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed and he did not take an oath.

WITNESS my hand and official seal this 6th day of March, 1996.

Personally Known [X] or  
Produced Identification [ ]  
Type of I.D. Produced:  
\_\_\_\_\_

*Verna Williams*  
Notary Public

[SEAL]



My Commission Expires:

**BY-LAWS  
OF  
RIVENDELL UNIT 1 NEIGHBORHOOD ASSOCIATION, INC.**

**Article I  
DEFINITIONS**

All terms which are defined in the Declaration of Restrictions for Rivendell Unit 1 Neighborhood (the "Unit 1 Declaration") or the Articles of Incorporation of Rivendell Unit 1 Neighborhood Association, Inc. (the "Articles") shall be used herein with the same meanings as defined in said Unit 1 Declaration or Unit 1 Articles.

**Article II  
LOCATION OF PRINCIPAL OFFICE**

The principal office of the Unit 1 Association shall be located at 999 South Tamiami Trail, Osprey, Florida 34229, or at such other place as may be established by resolution of the Board.

**Article III  
MEMBERSHIP, ASSESSMENTS AND VOTING RIGHTS**

**Sec. 1.** Every Owner and Declarant shall become a Member of the Unit 1 Association as set forth in the Articles. Once established, Membership shall be appurtenant to, and may not be separated from ownership of a Unit.

**Sec. 2.** Each Owner shall be obligated and agrees to pay Assessments in accordance with the provisions of the Unit 1 Declaration. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate set forth in the Unit 1 Declaration and, upon thirty (30) days written notice, shall result in the suspension of voting privileges until such Assessments and installments thereof are paid.

**Sec. 3.** Each Member shall possess the number of votes such Member is entitled to as set forth in the Unit 1 Declaration and shall cast such votes in the manner as set forth in the Articles.

(EXHIBIT "B")



**Article IV  
BOARD OF DIRECTORS**

**Sec. 1.** A majority of the Board shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority of the Directors present at a meeting at which a quorum is present shall constitute the action of the Board.

**Sec. 2.** Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director shall be filled by the Board; except that Declarant, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by Declarant. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and shall serve until his successor is elected and/or appointed and qualified.

**Article V  
ELECTION OF DIRECTORS;  
NOMINATING COMMITTEE; ELECTION COMMITTEE**

**Sec. 1.** Election to the Board shall be by written ballot. At such election, Owner Members and Declarant may cast as many votes as they are entitled to exercise under the provisions of the Unit 1 Documents for each vacancy in the Board that such Member may vote for. The persons receiving the largest number of votes for each such vacancy shall be elected. Nothing contained herein shall be in derogation of Declarant's right to designate or elect Directors as set forth in the Articles.

**Sec. 2.** Nominations for election of Directors by Owner Members shall be made by a "Nominating Committee".

**Sec. 3.** The Nominating Committee shall consist of a chairperson, who shall be a member of the Board, and three (3) or more Members of the Unit 1 Association. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each "Annual Members' Meeting" (as that term is defined in Article XI below) subsequent to the Transfer Date to serve until the close of each such Annual Members' Meeting.

**Sec. 4.** The Nominating Committee shall make as many nominations for election of Directors as it shall in its discretion determine. Nominations shall be placed on a written ballot as provided in Sec. 5 and shall be made in advance of the time fixed in Sec. 5 or the mailing of such ballots. Additional nominations for Directors may be made from the floor at each Annual Members' Meeting.

**Sec. 5.** All elections to the Board shall be made by written ballot which shall:

- (a) describe the vacancies to be filled;
- (b) set forth the names of the persons nominated by the Nominating Committee for such vacancies;
- (c) contain space for a write-in vote.

Ballots shall be prepared and mailed by the Secretary to the Members and Declarant, at least fourteen (14) days in advance of the date set forth therein for the annual meeting or special meeting called for elections.

**Sec. 6.** Completed ballots may be hand delivered to the Secretary or returned by mail to the Secretary or filed with the Secretary at the Annual Members' Meeting or special meeting. Only those ballots received by the Secretary on or before the date of the meeting shall be counted.

**Sec. 7.** An Election Committee, which shall consist of the members of the Nominating Committee, shall count the votes and shall establish such procedures as may be reasonable and appropriate to insure that only those Members who have the right to vote are able to cast votes and that the vote of any Member or his proxy shall not be disclosed to anyone. The ballots shall be destroyed thirty (30) days after the announcement of the results.

#### **Article VI POWERS AND DUTIES OF THE BOARD**

**Sec. 1.** The Board shall have power:

(a) To call special meetings of the Members whenever it deems necessary, and it shall call a meeting at any time upon written request of one-fourth (1/4) of the Members, as provided in Article XI, Sec. 2 hereof;

(b) To appoint and remove at its pleasure all officers, agents and employees of the Unit 1 Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, officer or Director of the Unit 1 Association in any capacity whatsoever;

(c) To establish, levy and assess, and collect Assessments for Unit 1 Expenses;

(d) To adopt and publish Rules governing the use of the

Unit 1 Association Property and facilities and the personal conduct of the Members and their guests thereon;

(e) To exercise for the Unit 1 Association all powers, duties and authority vested in or delegated to the Unit 1 Association, except those reserved to the Members in the Unit 1 Declaration.

**Sec. 2.** It shall be the duty of the Board:

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

(b) To supervise all officers, agents and employees of the Unit 1 Association.

**Sec. 3.** In the event that any member of the Board not appointed by Declarant shall be absent from three (3) consecutive regular meetings of the Board, the Board may by action taken at the meeting during which said third absence occurs, declare the seat of the absent Director to be vacant.

#### Article VII DIRECTORS' MEETINGS

**Sec. 1.** A regular meeting of the Board shall be held at least once each calendar quarter. A regular meeting of the Board shall also be held immediately following the regular Annual Members' Meeting.

**Sec. 2.** If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no additional notice thereof need be given.

**Sec. 3.** Special meetings of the Board shall be held when called by the President or by a majority of Directors after not less than seven (7) days' notice to each Director except in cases of emergencies.

**Sec. 4.** The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, and if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records of the Unit 1 Association and made part of the minutes of the meeting.

**Sec. 5.** Directors may participate in a meeting of the Board by conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

**Article VIII  
OFFICERS**

**Sec. 1.** The officers of the Unit 1 Association shall be a President, a Vice President, a Secretary and a Treasurer and such other officers as may be deemed necessary or appropriate by the Board. The President shall be a Director.

**Sec. 2.** The officers shall be chosen by a majority vote of the Board.

**Sec. 3.** All officers shall hold office at the pleasure of the Board.

**Sec. 4.** The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments. The President shall not hold any other office.

**Sec. 5.** The Vice President shall perform all the duties of the President in his absence and such other duties as the Board shall prescribe.

**Sec. 6.** The Secretary shall be ex officio the Secretary of the Board, shall record the votes, and shall keep minutes of all proceedings in a minute book to be kept for the purpose. He shall sign certificates of membership, if any. He shall keep the records of the Unit 1 Association. He shall record in a book kept for that purpose the name of all Members together with their addresses as registered by such Members (see Article XI, Sec. 3 hereof).

**Sec. 7.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Unit 1 Association and shall disburse such funds as directed by resolution of the Board; provided however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Unit 1 Association, provided that such checks and notes shall also be signed by the President, or a Vice President. The Treasurer shall keep books of the Unit 1 Association in accordance with good accounting practices and shall perform all of the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer.

**Article IX  
COMMITTEES**

**Sec. 1.** The Unit 1 Association may have the following Committees amongst others:

- (a) Maintenance Committee.
- (b) Finance Committee.
- (c) Architectural Review Committee.

Unless otherwise provided herein, each committee shall consist of a chairperson and two or more persons and shall include a member of the Board. Committee members may be appointed by the Board to serve until the close of the next annual meeting. The Board may create, from time to time, such other committees as it deems desirable. Committee members shall serve at the pleasure of the Board and may be removed by the Board at any time.

**Sec. 2.** The Maintenance Committee, if created by the Board, shall advise the Board on all matters pertaining to the maintenance, repair or improvement of Unit 1 Association Property and facilities of the Unit 1 Association, and shall perform such other functions as the Board, in its discretion, determines.

**Sec. 3.** The Finance Committee, if created by the Board, shall supervise the annual review of the Unit 1 Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its Annual Members' Meeting. The Treasurer shall be an ex officio member of the committee.

**Sec. 4.** The Architectural Review Committee shall review and approve all modifications and changes to existing structures and landscaping prior to any work being commenced. It shall establish standards and criteria to be applied to all modifications and changes, and establish such plan review procedures as it deems necessary and appropriate.

**Sec. 5.** It shall be the duty of each committee, if created, to receive complaints from Members on any matter involving Unit 1 Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Unit 1 Association as is further concerned with the matter presented.

**Article X  
MEETINGS OF MEMBERS**

**Sec. 1.** The regular annual meeting of the Members ("Annual Members' Meeting") shall be held on such day and at such time in the month of February in each year as the Board shall determine.

**Sec. 2.** Special meetings of the Members for any purpose may be called at any time by a majority or more of the Directors, or upon written request of the Members who have the right to vote one-fourth (1/4) of all of the votes of the entire membership.

**Sec. 3.** Notice of any meeting shall be given by the Secretary to the Owner Members and Declarant. Notice may be given either personally, or by sending a copy of the notice by first-class mail, postage prepaid, to the address of the Owner Members and Declarant appearing on the books of the Unit 1 Association. Notice of any meeting, regular or special, shall be delivered or mailed at least fourteen (14) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve an election governed by Article V hereof, or any action governed by the Articles or by the Community Declaration, notice of such meeting shall be given or sent as therein provided.

**Sec. 4.** The presence at any meeting of the Members of Persons entitled to cast one-third (1/3) of the votes of the entire membership, in person or by proxy, shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of the Unit 1 Declaration shall require a quorum as therein provided.

**Article XI  
PROXIES AND VOTING**

**Sec. 1.** At all meetings of Members, each Owner Member and Declarant may vote in person or by proxy.

**Sec. 2.** All proxies shall be in writing and filed with the Secretary. No proxy shall be effective for a period longer than ninety (90) days.

**Sec. 3.** No Owner Member shall be entitled to appoint more than one (1) proxy to attend a meeting on the same occasion and an instrument of proxy shall be valid only for the occasion for which it is given.

**Article XIII  
BOOKS AND PAPERS**

The books, records and papers of the Unit 1 Association shall at all times, during reasonable business hours, be subject to inspection by Declarant and any Owner Member.

**Article XIII  
CORPORATE SEAL**

The Unit 1 Association shall have a seal in circular form having within its circumference the words:

**RIVENDELL UNIT 1 NEIGHBORHOOD ASSOCIATION, INC.**

**Article XIV  
ACCOUNTING RECORDS; FISCAL MANAGEMENT**

**Sec. 1.** The Unit 1 Association shall use the accrual method of accounting, all records of which shall be open to inspection by Declarant and the Owner Members, or their respective authorized representatives at reasonable times and upon reasonable notice. Such authorization of a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection.

**Sec. 2.** The Board shall adopt a Budget (as provided for in the Unit 1 Declaration) of the anticipated Unit 1 Expenses of the Unit 1 Association for each forthcoming fiscal year at a regular or special meeting of the Board ("Budget Meeting") called for that purpose to be held no later than November 30th of the year prior to the year in which the Budget applies. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to Declarant and each Owner Member. The copy of the Budget shall be deemed furnished and the notice of Assessments shall be deemed given upon its delivery or upon its being mailed as aforesaid. The failure of the Board to adopt a Budget in a timely fashion shall not abrogate or alter the obligation to pay Unit 1 Expenses.

**Sec. 3.** In administering the finances of the Unit 1 Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; and (ii) Assessments shall be made monthly, quarterly, semi-annually, or annually, as determined by the Board.

**Sec. 4.** Assessments shall be payable as provided in the Unit 1 Declaration.

**Sec. 5.** No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Unit 1 Expenses not budgeted or which shall exceed budgeted items, and no Board shall engage in deficit spending. Should there exist any deficiency which results

from there being greater Unit 1 Expenses than monies from Assessments, such deficits shall be the subject of an adjustment to the applicable Assessment (e.g., regular Assessment or Special Assessment).

**Sec. 6.** The depository of the Unit 1 Association shall be such bank(s) or savings and loan association(s) as shall be designated from time to time by the Board in which the monies of the Unit 1 Association shall be deposited. Withdrawal of monies from such account(s) shall be only by checks signed by two (2) persons as set forth in Article VIII hereof. All such funds shall be insured by an agency of the United States.

**Sec. 7.** A report of the accounts of the Unit 1 Association shall be made annually, and a copy of the report shall be furnished to Declarant and each Owner Member no later than ninety (90) days following the fiscal year for which the report is made.

**Sec. 8.** All notices and mailing to Owner Members or Declarant, required under these By-Laws, shall be deemed to be furnished to the above-named parties upon its delivery in person or mailing by first-class mail to the above-named parties shown on the records of the Unit 1 Association at their last known addresses as shown on the records of the Unit 1 Association.

#### Article XV AMENDMENTS

**Sec. 1.** These By-Laws may be amended at any regular or special meeting of the Board at which there is a quorum, by a vote of a majority of the Board, provided that those provisions of these By-Laws which are governed by the Articles may not be amended except as provided in the Articles or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Unit 1 Declaration may not be amended except as provided therein.

**Sec. 2.** Any instrument amending, modifying, repealing or adding By-Laws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Unit 1 Association shall be recorded amongst the Public Records of the County and delivered to Declarant and each Owner Member no later than fourteen (14) days after said instrument is adopted.

**Sec. 3.** In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Unit 1 Declaration and these By-Laws, the Unit 1 Declaration shall control; and in the event of any conflict



between the Articles and the Unit 1 Declaration, the Unit 1 Declaration shall control.

Sec. 4. No amendment to these By-Laws shall be effective which prejudices or otherwise detrimentally affects any of Declarant's rights or privileges without Declarant's prior written consent.

**Article XVI  
GENDER**

Whenever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

IN WITNESS WHEREOF, we, being all of the Directors of Rivendell Unit 1 Neighborhood Association, Inc., have hereunto set our hands this \_\_\_\_ day of APRIL, 1996.

*Robert Elliott*  
\_\_\_\_\_  
ROBERT ELLIOTT

*Mark Botts*  
\_\_\_\_\_  
MARK BOTTS

*John D. Dumbaugh*  
\_\_\_\_\_  
JOHN D. DUMBAUGH

RECORDED IN OFFICIAL  
RECORDS  
56 APR 19 PM 4: 06  
CLERK OF DISTRICT COURT  
MIAMI CITY, FL

✓ Maureen May  
512 Meadow Sweet Circle  
Osprey, FL 34229

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2003045841 2 PGS  
2003 MAR 11 09:39 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
RCOURSEY Receipt#288596

CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATIONS OF RESTRICTIONS OF  
RIVENDELL UNIT 1 NEIGHBORHOOD ASSOCIATION

Rivendell Unit 1 Neighborhood Association, Inc. (Association) is the not-for-profit corporation in charge of the operation and control of a residential community known as Rivendell Unit 1 Neighborhood according to the Declaration of Restrictions for Rivendell Unit 1 Neighborhood recorded at Official Records Book 2843, Page 918 et seq. Of the Public Records of Sarasota County, Florida (Declaration).

The Declaration of Restrictions were amended as indicated below by two thirds of the total vote of the Unit 1 Association membership at a duly noticed and convened Annual Meeting on the 26<sup>th</sup> day of February, 2003.

NOW THEREFORE, the Association certifies that the amendment set forth herein was properly proposed and adopted as required by the subdivision documents and applicable law.

(Additions indicated by underlining, deletions by —, omitted, unaffected by language by...)

5. **COMMON EXPENSES.** All costs and expenses that may be duly incurred by the Unit 1 Association through its Board of Directors (the "Board") from time to time in operating, maintaining, improving, protecting, managing, and conserving the Unit 1 Association Property and in carrying out its duties and responsibilities as provided by this Declaration and by its Articles of Incorporation and Bylaws shall constitute "common expenses" of the Unit 1 Association. Funds for the payment of the common expenses shall be collected by the Unit 1 Association through assessments against the lots in accordance with the provisions of Paragraph 10. By way of illustration and not as a limitation, the common expenses shall include:

- (h) costs incurred by the Unit 1 Association, ~~upon approval by the Board;~~ for the installation of additions, alterations, or improvements to the Unit 1 Association Property, or for the purchase of additional lands, leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, acquired for the benefit of all the lot owners, provided that the Association shall make no material alteration or substantial additions to the Unit 1 Association Property, or purchase additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interest in recreational facilities, if the cost of such items exceed \$500 in the aggregate in any calendar year without prior approval of at least two-thirds of the voting interest of the membership represented in person or by proxy at a duly noticed and convened membership meeting at which a quorum of the membership is represented. Alterations or additions, or purchases or other acquisitions, costing less than the stated amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, or replace the Unit 1 Association Property also constitutes a material alteration or substantial addition, no prior Unit Owner approval is required. The purchase or installation of such items shall first be approved by the affirmative vote of lot owners holding a majority of the total votes of the Unit 1 Association membership.



THE SIGNATURE PROVISIONS FOLLOW ON THE NEXT PAGE

RIVENDELL UNIT 1 NEIGHBORHOOD ASSOCIATION

George E. Bly  
Witness Signature

George E. Bly  
Printed Name

Margery Arendt MARGERY ARENDT  
Witness Signature

Printed Name

Marjorie Chandler, President  
BY: MARJORIE CHANDLER, PRESIDENT

Maureen May, Secretary  
ATTEST: MAUREEN MAY, SECRETARY

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 2003, by Marjorie Chandler, as President and by Maureen May, as Secretary of Rivendell Unit 1 Neighborhood Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced the following identification . If no type of identification is indicated, they are personally known to me.

Donnie P. Melendy

March 5<sup>th</sup> 2003

