

3/15/2023 12:03 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2999013

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

**CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE WOODLANDS AT RIVENDELL**

WHEREAS, the original Declaration of Protective Covenants, Conditions and Restrictions for Rivendell (the "Declaration") was originally recorded in Official Records Book 2842, Page 2626 of the Public Records of Sarasota County, Florida;

WHEREAS, the Declaration was amended through the Second Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Rivendell, recorded as Instrument #1999059094 in the Public Records of Sarasota County, Florida, and the heading for the Declaration was changed to the "Declaration of Protective Covenants, Conditions and Restrictions for the Woodlands at Rivendell;

WHEREAS, the owners of lots in the community, as members of the Rivendell Community Association, Inc. (the "Association"), have amended the Declaration as provided herein.

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

(Words in ~~strike-through~~ type are deletions from existing text; underlined words are additions.)

1. Section 4.02(c) of the Declaration is amended as follows:

4.02(c) Lawns: All Lots shall be kept neatly manicured on a regular basis.

All debris, clippings, etc., shall be promptly removed and properly disposed of. Maintenance by each Owner shall extend to the upland edge of the "Low Maintenance Zone" or "Low Mow Zone" (LMZ) established by the Association for erosion prevention along the shoreline of any pond adjacent to the Owner's Lot.
~~water line of any abutting lake or canal;~~

LMZs, comprised of a band of turf grass or growth of other vegetation of not less than three (3) feet wide, shall be established and maintained by the Association on each pond shoreline, including all shorelines located on lakes adjacent to homeowners' lots. Such LMZs shall be maintained by the Association at a height of not less than eight (8) inches, nor more than twelve (12) inches.

The Association shall have the exclusive responsibility for maintaining the LMZ. Owners or occupants shall not alter, mow, install or remove plants or other improvements, or otherwise maintain any LMZ in the community.

The Owner's maintenance obligation shall also extend to the pavement edge of any abutting street and to any alley located on or adjacent to a lot, the center line of any common area, swale or easement separating two Lots; and, as to perimeter Lots, the edge of maintained common area abutting the Lot or the property line of the Committed Lands. Notwithstanding any provision to the contrary, lot owners are responsible for periodic pressure washing of the sidewalks located on the front of the lot in order to maintain a neat and clean condition, avoid buildup of mold or other substances, and to prevent slip hazards for pedestrians. Sidewalks on the side lot lines are to be cleaned periodically by the Association. The lot owner is also responsible for the maintenance, repair, and replacement of the lot's mailbox and any yard light located on or otherwise serving the lot. Irrigation systems will be operated and maintained so as not to cause overspray or browned-out areas. Irrigation must be operated in a manner to maximize adequate watering of the landscaping and within any guidelines or restrictions imposed by any governmental agency having jurisdiction. Each Owner or his Approved Builder shall install, at his cost and expense, the sidewalk fronting his Lot, which sidewalk shall become part of the community's public pedestrian system.

2. Section 4.01(i) of the Declaration is amended as follows:

4.01(i) Trucks, Commercial Vehicles, Recreational Vehicles, Motor Homes, Mobile Homes, Boats, Campers, Trailers and Other Vehicles.

(A) No commercial vehicle of any kind shall be parked in the Community except for construction or service vehicles temporarily present on business. Commercial vehicle means all vehicles of every kind whatsoever, which from viewing the exterior of the commercial markings, lettering, signs, displays, equipment, inventory, apparatus or otherwise indicates a commercial use.

(B) No boat, trailer, semi-tractor trailers, or house trailer of any kind, camper, mobile home, motor home, bus, truck, truck camper, ~~pick-up truck~~ or disabled, inoperative or unlicensed motor vehicle of any kind may be parked or kept in the Community unless it is kept fully enclosed inside an enclosed garage. House trailers, semi-tractor trailers, campers, buses, motor homes, mobile homes, truck campers, and the like are permitted to be parked in the Community for loading and unloading purposes only, and then for a maximum of six (6) hours. Parking for longer periods of time may be permitted, only with the prior written approval of the Board of Directors.

(C) No motor vehicle shall be parked anywhere other than on paved or other areas designated for that purpose, such as driveways or in garages. Parking on yards, lawns or landscaped areas, alleyway access easements, or in community common area or neighborhood common area is prohibited. Parking of any motor vehicle on public streets and roads within the community is expressly limited to any regulations or ordinances adopted by any governmental agency having jurisdiction. ~~durations not to exceed four (4) hours, and in all events, overnight parking on streets and roads is strictly prohibited.~~

(D) No motor vehicle shall be used as a domicile or residence, either permanent

or temporary.

(E) Any vehicles parked in violation of this paragraph or section shall be subject to being towed away at the owner's expense, as well as any other remedy available to the Association.

CERTIFICATE OF AMENDMENT

The undersigned officer of the Rivendell Community 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 members of the Association. The undersigned further certifies that the amendment was 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 10th day of March, 2023.

Witnesses to President's Signature:

RIVENDELL COMMUNITY ASSOCIATION, INC.

1. Sign: [Signature]
Print Name: Amy P. Miller

Signed by: [Signature]
Print Name: Rocco Lorie, its President

2. Sign: [Signature]
Print Name: Olivia Froyson

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10th day of March, 2023, by Bruce Lorie, as President of the Rivendell Community Association, Inc., who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida
Print Name: Patricia Goldstein
Date: 3/10/23

