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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2832982

This instrument prepared by:
Richard A. Weller, Esq.
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1401 8th Avenue West
Bradenton, Florida 34205

**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 7.03 of the Declaration is amended as follows:

7.03 (a) ~~Declarant shall have the right until the Transfer Date, in its reasonable discretion, and by its sole act without the joinder or consent of any Person, by an instrument filed of record, modify, enlarge, amend, waive or add to provisions of this Community Declaration; provided, however, that the Community Association shall, forthwith but not more than ten (10) days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant, or to affect the validity thereof.~~

(b) (a) Except as set forth in paragraph (a) above, the The process of amending or modifying this Community Declaration shall be as follows:

(1) ~~Until the Transfer Date, all amendments or modifications shall be first approved in writing by Declarant. Such written approval shall appear on the face of the amendment or modification.~~

(2) (1) By the approval of two-thirds (2/3) of the Members that are present in person or by proxy at any regular or special meeting of the Community Association

called and held in accordance with the By-laws, provided that at least two hundred (200) members attend the meeting in person or by proxy. Notwithstanding any provision to the contrary, members voting via an internet-based online voting system shall also be included in the count for members in attendance at the meeting for purposes of establishing the quorum and meeting the minimum attendance threshold for the amendment process.

~~By the vote of two thirds (2/3) of all Members, together with the approval or ratification of a majority of the Board. The aforementioned vote of the Members may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Community Association called and held in accordance with the By-laws evidenced by a certificate of the Secretary or an Assistant Secretary of the Community Association.~~

~~(3)(2) Amendments for correction of scrivener's errors or other non-material changes may be made by Declarant alone until the Transfer Date and thereafter by the Board of the Community Association alone without the need of consent of the Owners.~~

~~(e) (b) No amendment to this Community Declaration or any of the Rivendell Documents shall be effective which shall impair or prejudice the vested voting or other membership rights of Owners as members of this Association, the rights of Sarasota County or other governmental agency or entity, or the priority or obligations of mortgage holders holding mortgages on Lots within the subdivision, except to the extent limited by applicable law, without the written consent of the affected party. or priorities of Declarant, Owners other than Declarant, the Community Association, or Sarasota County under this Community Declaration without the prior specific written approval of such Declarant, Owner other than the Declarant, the Community Association, or Sarasota County affected thereby.~~

~~(c) An amendment shall be effective upon the execution and recording in the Public Records of Sarasota County, Florida, a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by an officer or officers of the Association with the formalities of a deed.~~

~~(d) After the Transfer Date, a true copy of any amendment to this Community Declaration shall be sent certified mail by the Community Association to Declarant within five (5) days of its adoption.~~

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

4.01(o) (1) Notwithstanding any provision to the contrary, all leases shall have a minimum term of at least ninety (90) days, and no Lot is permitted to be leased more than three (3) times in a calendar year.

(2) For purposes of qualifying as a lease subject to the lease restrictions, unless otherwise provided herein, any occupant of a Lot that resides in the home for more than thirty (30) days in a twelve-month period while the owners are not simultaneously occupying the home are deemed to be tenants and are counted as leases subject to these restrictions,

regardless of whether there is a written or verbal lease agreement or if remuneration is paid to the landlord.

(a) Notwithstanding the foregoing, immediate family members, which shall be defined as children, siblings, parents, grandparents, grandchildren of owners, shall be permitted to occupy a home in the owner's absence and shall not be considered to be tenants, and such occupancy shall not be counted against the lease limitations or be subject to the lease terms described herein.

(b) The Board shall have the authority to adopt rules and regulations necessary for the Association to identify and track such occupancies to ensure compliance with this restriction, including but not limited to requiring all such occupancies to register and /or be approved by the Board in advance of occupancy, that such immediate family members provide information sufficient to identify them as immediate family members that are exempt from leasing restrictions/occupancy, or other reasonable rules and regulations.

(3) In addition, no Lot shall be used for transient or hotel-type purposes. Notwithstanding any provision to the contrary, short term rentals or transient occupancies of less than the minimum lease terms provided herein are also considered leases that must comply with the minimum lease term and other leasing restrictions, rules, and regulations. Short-term use for occupancy, subletting, renting or leasing, hosting, home exchanging/sharing, licensing, or other arrangement for the purposes of short-term transient occupancy for periods less than the minimum lease term of all or any part of a Lot or individual rooms (whether overnight use or for a duration less than the minimum leasing term requirements contained in the Declaration) are strictly prohibited.

(4) Any such short-term or transient occupancy that does not meet the minimum lease terms provided herein which may be facilitated through the use of any short-term vacation or hotel/motel websites, home exchange websites, or similar services through the internet, realtors, or otherwise, as advertised directly by the owner or through third-party internet websites or media, or any other similar method, is prohibited. Such occupancy shall be deemed to be "leases" subject to the leasing restrictions and shall not be considered to be "guest" occupancy that may otherwise be permitted by any rules and regulations adopted by the board regarding guests that are known to and invited by the owner or approved resident.

(5) The Board shall have the authority to adopt rules, regulations, policies or procedures to assist the Board in tracking leases and other occupancies to ensure compliance with this restriction, including but not limited to the right to require owners to provide information regarding the lease or occupancy in advance.

(6) The Board shall have the authority to adopt additional rules and regulations regarding occupancy of Lots by guests that are related to or known to the owner that are not otherwise occupying the unit as a tenant pursuant to the provisions set forth above.

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 21st day of March, 2022.

Witnesses to President's Signature:

RIVENDELL COMMUNITY ASSOCIATION, INC.

1. Sign: [Signature]
Print Name: Steve Doherty

Signed by: [Signature]
Print Name: Larry Dobias, its President

2. Sign: [Signature]
Print Name: Crystal Gould

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21st day of March, 2022, by Larry Dobias, as President of the Rivendell Community Association, Inc. He or She is personally known to me or has produced FL Driver's License as identification.

Dayna K. Smith
Notary Public, State of Florida
Print Name: Dayna K. Smith
Date: 8/30/2022

