

Rivendell Master Association Deed Restrictions

As a convenience and to assist the neighborhood in finding some key references, the following pages contain scanned images of portions of the Deed Restrictions and Conditions, Covenants and Restrictions – often referred to as the “CCR’s” – they are the legally binding and controlling rules under which we purchased our homes here. The first group is from the Master Association and the second group for Unit 1.

These rules were set up by the original developer and are similar to those in most other communities with deed restrictions. The primary purpose is to encourage a high level of maintenance and standards and preserve the value of the community. They are recorded with the County and are what we all agreed to live by when we signed our closing documents. If you don't have a full copy, one can be purchased by letting someone on the board of directors or the association manager know that you would like a current copy. There is a great deal more to these documents and all residents are encouraged to read them and become familiar with their requirements.

Each purchaser was required to have been given a copy of these documents by the builder. They are part of the title to our property and cannot be waived or ignored.

Article 4 LAND USE RESTRICTIONS

4.01 COMMUNITY ASSOCIATION RESTRICTIONS.

In order to preserve the values and amenities of the TOTAL LANDS, the following additional restrictions shall be applicable to the COMMITTED LANDS:

(a) Structures and Use: No UNIT shall be used except for residential purposes. No business, profession or commercial activity shall be conducted on or from any UNIT, including temporary activities. No Structure other than one single family dwelling together with a garage serving the residence shall be erected, altered, placed or permitted to remain on any LOT. No detached structures, either temporary or otherwise, including, but not limited to, detached garages, storage buildings, shacks, tents or other outbuilding shall be erected, placed or constructed upon any LOT.

(b) Fences & Hedges: No fence, wall, or other STRUCTURE shall be erected or maintained on any LOT outside the building setback lines. Courtyard, entry screening or privacy walls located within the building setback lines which are considered structures appurtenant to the residence and which are compatible with the materials and architectural style of the principle residence, shall be allowed only with approval from the BOARD. Uninterrupted hedges along lot lines shall be subject to prior approval by the BOARD.

(c) Play Equipment, Decorative Objects: No basketball-backboards, swingsets, and other fixed game or play structures shall be erected or maintained on any LOT without the approval from the BOARD. No decorative objects such as sculptures, birdbaths, fountains, flagpoles and the like shall be placed or installed on any LOT without approval from the BOARD.

(d) Nuisances and Hazards: No noxious or offensive activity shall be carried on upon any LOT, nor shall anything be done thereon which may be or may become a source of annoyance or nuisance to any OWNER. No OWNER, tenant or other occupant of a UNIT shall allow any fire or health hazard to exist. No outdoor burning shall be allowed. Persistent nuisances or hazards shall be subject to fine.

(e) Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept

on any LOT except for dogs, cats, birds or other animals generally considered as household pets. No pet may be kept, bred or maintained for any commercial purpose. Pets shall at all times be leashed or otherwise contained upon the LOT of the respective OWNER. Pets which can be heard by adjacent OWNERS shall be deemed a nuisance. Vicious or threatening behavior and free-running pets shall be deemed nuisances. OWNERS shall be fully responsible for all actions of their pets. An OWNER, by the purchase of his UNIT, agrees to indemnify the COMMUNITY ASSOCIATION and hold it harmless against loss or liability of any kind arising from his having any animal on the TOTAL LANDS.

(f) Clothes Drying Areas: No clothing, laundry, or wash shall be aired or dried on any portion of any UNIT in an area exposed to view from any other UNIT.

(g) Signs: No sign, advertisement or notice shall be permitted upon any UNIT or on the COMMUNITY COMMON AREA without the prior written consent of the BOARD. The BOARD shall have the right in its sole discretion to adopt RULES which shall restrict and control the size, construction material, wording, location and height of all signs and to summarily remove all unauthorized signs. DECLARANT reserves the right for itself and its designees to place and maintain signs in connection with construction, marketing and sales of improved or unimproved LOTS and informational signs anywhere on the COMMITTED LANDS.

(h) Garages: Each DWELLING UNIT shall contain an attached garage. No garage shall be converted to any other use. Garage doors shall be kept functional, and except for ingress and egress, garage doors shall be kept closed.

(i) Vehicle Parking and Storage: No trucks, commercial vans, unlicensed vehicles, boats, campers, trailers, mobile homes, motor homes, or other such vehicles shall be parked at any time upon any portion of a LOT unless parked within a garage and totally out of view. This restriction shall not prohibit the temporary parking of commercial vehicles making deliveries, or while used in connection with providing services to any UNIT. No OWNER shall park, store or keep any vehicle on a yard, any roadways or COMMUNITY COMMON AREA. Repairs to vehicles shall be permitted only inside the garage.

(j) Garbage and Refuse Disposal: Trash, garbage and other waste shall not be kept except in sanitary containers suitably screened from the street and adjacent UNITS, and shall be promptly and properly disposed. No debris, including grass, leaf, tree or shrub clippings, shall be disposed of on any LOT, COMMUNITY COMMON AREA, lake, drainageway, wetland or preserve areas.

(k) COMMUNITY COMMON AREA: Nothing shall be stored, constructed within, planted or removed from the COMMUNITY COMMON AREA, except with the prior written approval of the BOARD. Nothing shall be done or kept on the COMMUNITY COMMON AREA which would be unsightly, hazardous, a nuisance, or which would increase the rate of insurance on any property insured by the ASSOCIATION. No OWNER, tenant or other occupant of a UNIT shall make use of the COMMUNITY COMMON AREAS in such a manner to abridge the equal rights of the other OWNERS to their use and enjoyment.

(l) Surface Water Management System: Preservation and Conservation/Open Space Areas: The COMMUNITY ASSOCIATION shall be responsible for the operation, maintenance and regulatory compliance of the Surface Water Management System and all drainage, preservation and conservation/open space areas in accordance with rules, regulations and permitting requirements set forth by the COUNTY and other permitting agencies, including the Southwest Florida Water Management District, the Florida Department of Environmental Protection, and the U.S. Army Corps of Engineers. All such areas shall be defined, identified and described as such on PLATS. Use restrictions regarding the preservation and conservation/open space areas are specifically identified in COUNTY Resolution No. 92-021. No OWNER shall (i) undertake or perform any activity in preserved wetlands, upland buffers to wetlands, archeological sites, and wetland compensation areas within the preservation and conservation/open space areas described

in all approved permits and PLATS, or: (ii) remove native non-nuisance vegetation that becomes established within the wet detention ponds, without prior written approval of the BOARD, the COUNTY, and the applicable permitting agencies. Prohibited activities within such areas include removal of native vegetation (by dredging, application of herbicide or cutting); excavation; placement or dumping of soil, trash, land clearing or landscaping debris; and construction or maintenance of any building, residence or structure. It shall be the responsibility of all OWNERS to comply with the construction plans for the surface water management system approved by the applicable permitting agencies.

(m) Notice is hereby given that The Oscar Scherer State Recreation Area has the right to the following: continue current resource management practices to include, but not be limited to, ecological burning, exotic plant and animal removal, usage of heavy equipment and machinery and other practices as may be deemed necessary for the proper management of the Oscar Scherer State Recreation Area. It is also recognized that Florida Department of Natural Resources regulations and policies substantially restrict mosquito control in the Oscar Scherer State Recreation Area.

4.02 MAINTENANCE PROVISIONS.

(a) Unimproved LOTS and LAND SEGMENTS: Each OWNER shall keep his LOT free and clear of weeds, underbrush, unsightly growth, trash and debris. Each LOT shall be kept mowed on a regular basis. No LOT shall be used to stockpile fill, nor shall any fill be deposited on a LOT unless and until a building permit has been issued.

(b) Structures: The exteriors of all structures shall be maintained by the OWNER in good condition and repair and in a neat and attractive manner. All painted areas shall be regularly and neatly painted. All roofs shall be kept clean and free of mildew, chalking, or staining. No excessive rust deposits, peeling of paint, or discoloration shall be permitted.

(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 water line of any lake or canal, the pavement edge of any street, the center line of any common area, swales and easements 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. Irrigation systems will be operated and maintained so as not to cause overspray or browned out areas. Each OWNER shall install and maintain at his cost and expense, the sidewalk fronting his LOT.

The last paragraph was amended in 1999 as follows:

8. Article 4, Paragraph 4.02(c) is hereby amended, to clarify the limits of a LOT OWNER's maintenance responsibilities, and his responsibility for any sidewalk adjoining his LOT. Paragraph 4.02(c) is hereby deleted in its entirety, and in its place and stead insert the following:

(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 water line of any abutting lake or canal, the pavement edge of any abutting street, 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. Irrigation systems will be operated and maintained so as not to cause overspray or browned out areas. 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.

Rivendell Unit 1 Deed Restrictions

In addition to the above master association restrictions, we also have Unit 1 requirements. If there is a conflict between the two, the most restrictive case applies. As mentioned above, each homeowner should read and be familiar with all of these documents."

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.