



# **The Woodlands at Rivendell Standing Rules**

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## The Woodlands at Rivendell Standing Rules

The ownership, use and maintenance of every one of the 498 properties in the Woodlands at Rivendell (“Rivendell” or the “Community”) benefit from and are bound by a series of mutual promises among homeowners. These mutual promises are memorialised three ways (collectively, in the “Governing Documents”):

- As a Declaration of Covenants (the “Covenants”) in 1996 by the developers of the Community that also formed the Rivendell Community Association (the “Community Association” or the “RCA”) and provided for a Board of Governors (“the Board”) elected by homeowners;
- Amendments to the Covenants adopted from time to time by a vote of the homeowners; and
- Rules adopted by the Board pursuant to the Covenants and Florida law.

Most of the Rules and Covenants are grouped into two categories for ease of use: Standing Rules and Architectural Design Committee Guidelines (“ARC Guidelines”).

Together, these Governing Documents constitute the mutual promises all 498 homeowners (the “Members”) make to each other for their collective benefit.

Approximately one-third of the homes in the Community also have the benefits and burdens of being in a “Neighborhood Association”, which are sub-associations of the Community Association. There are three such sub-associations:

- The Cottages
- The Villas
- The Patio Homes

These three Neighborhood Associations each provide for the common maintenance of the lawns and landscape of the properties in the sub-association. The Cottages sub-association also provides for some amenities and mutual promises among homeowners that apply only to the Cottages. The Community Association coordinates activities with each Neighborhood Association with the goal of eliminating confusion, overlap or conflict. Typically, the Community Association defers to the Neighborhood Association when the responsibility for a governance decision rests with the Neighborhood Association. A map of the Community in the Rivendell resident directory

shows the properties comprising each of the three Neighborhood Associations.

The rights and privileges of homeowners also are affected by FL statutes and decided cases, as well as regulations of Sarasota County. These laws change from time to time. In some cases, these laws overrule the Governing Documents; in other cases, they create benefits and burdens not addressed in the Governing Documents.

While there may be overlap between the Covenants, Standing Rules and the ARC Guidelines, in general:

- The Standing Rules reflect those Covenants, Rules and laws that govern the use and maintenance of each property and the common areas; and
- The ARC Guidelines reflect those Covenants, Rules and laws that govern the changes and improvements proposed to the building structure and grounds of each property.

Over the years, some or much of the content of the Standing Rules and some of the ARC Guidelines have been published in the Rivendell resident directory as a courtesy to residents. Reasonable efforts are made to maintain consistency between them, but this is seldom achievable. Therefore, if there is a conflict between what appears in the Rivendell resident directory and what appears here, the Governing Documents, including these Standing Rules and the ARC Guidelines control.

When the Association publishes these Standing Rules, it exercises care to include within them provisions from all the Governing Documents and FL Law that are most useful to Members when accessible “all in one place”. Therefore, if there is a conflict between what appears here in these Standing Rules and what appears in the Covenants, the Covenants control.

The Community Association is managed by the Board, which contracts much of its administrative responsibility to a third-party, professional property management company (the “Property Manager” or the “PM”). Currently, the Property Manager is Casey Condominium Management. 4370 S. Tamiami Trail, #102, Sarasota, FL 34231, 941-922-9528.

## **ARC Guidelines**

The ARC Guidelines are adopted by the Board, amended from time to time and published separately in order to fulfil the ongoing obligation of the Community Association to preserve the values and amenities of the Community. The ARC Guidelines constitute standards and criteria to be applied by the ARC to all modifications and changes related to the aesthetics of the modifications and changes proposed by homeowners. The ARVC Guidelines also incorporate those provisions of the Covenants that are germane.

The process of architectural review and the application of the ARC Guidelines are administered by a standing committee of the Community Association known as the ARC.

Reference is made to the ARC Guidelines for the rules governing the process of architectural review of proposed improvements or changes to the structure or grounds of homeowners' properties.

### **New Purchaser Capital Contribution**

Effective April 1, 2024, the purchaser of any home in the Community shall pay a capital contribution fee of \$500 to the Community Association. The Property Manager will administer the process of billing and collecting this contribution.

### **Contracts & Expenditures by the Board**

All new contracts and renewals to which the Community Association is a party (e.g. landscaping, preserve management, pond maintenance, property management, etc.) must be approved by the Board and signed by two Board Members. All expenditures made by the Community Association must be approved by the Board, except that the Maintenance Committee may incur up to \$1,000 per month of routine maintenance expenditures.

## **Committees of the Community Association**

The Community Association has a number of Standing Committees, and the By-laws of the Community Association govern the composition and scope of responsibility of the committees:

- ARC
- Maintenance Committee
- Ponds & Preserves
- Communications
- Fine
- Block Captain
- Pool
- Community Emergency Response
- Social
- Compliance

The following rules apply to the Standing Committees:

- Each committee will have a minimum of 3 members. The maximum number will be determined by the committee chairperson and the Board liaison, but 5 members is a common maximum.
- Committee members are approved by the Board and serve a term of one year, unless terminated earlier by a vote of the Board.
- Each committee has a chairperson selected by a vote of the Board.
- A Board Member serves as a liaison to each committee (other than the Fine Committee), but the Board liaison does not vote on committee matters.

The composition of the Fine Committee does not include a Board Member or parties related to a Board Member.

## **Compliance and Assessment of Fines**

From time to time, the properties comprising the Community are inspected by the independent Property Manager to assure homeowners' compliance with the Standing Rules and the ARC Guidelines. Occasionally, non-compliance is brought to the attention of the Community Association through other channels. In both cases, the matters are administered by the Compliance Committee and the Property Manager, which have responsibility to help the Board maintain compliance.

Non-compliance ("Violations") are of two types - those that can be cured, and those that cannot be cured. For example: a failure to keep the lamppost light in working order is a violation that can be cured (a "Curable Violation"); cutting down a mature oak tree without prior ARC approval cannot be cured (an "Incurable Violation").

Each kind of violation is handled differently; fortunately, most violations are curable once a homeowner attends to it. All violations are reported to the RCA Board, along with status updates.

For Curable Violations, the homeowner will receive a violation notice (the "Violation Notice") that:

- identifies the nature of the Violation;
- If the cure is not self-evident, guidance on best practices for curing the Violation and/or which independent contractors are known to be able to help cure the Violation;
- the time by which the violation must be cured (depending on factors such as the season, the weather, the danger posed by the Violation, the difficulty in curing the Violation, etc). Simple matters might be 14 days; complex matters may be 90 days. 30 days is not uncommon.
- If the Violation is cured within the time specified no fine will be recommended to the Fine Committee.
- If the violation is not cured within the timeframe specified, additional notices will be issued, and unless there are extenuating circumstances, an appropriate suspension of access to common amenities and voting rights may be imposed and/or a fine recommended by the Board, following the process specified under FL law.

For Incurable Violations, the homeowner will receive a Violation Notice that specifies:

- the nature of the Violation; and

- the fine recommended by the Board, subject to approval by the Fine Committee.

Any time the RCA board recommends a fine, the homeowner may contest the fine at a hearing with the Fine Committee that will take place no sooner than 14 days after it receives notice that a fine has been recommended, pursuant to FL Law.

All fines are recommended based on a vote of the Board, but are not actually imposed until the independent Fine Committee has reviewed them and approved them. Any homeowner receiving a notice that a fine has been recommended has the opportunity to request a hearing with the Fine Committee and contest the fine.

By FL law, fines may be up to \$100/day for each day of a continuing violation, up to a total of \$1,000 for each violation. The Community Association is empowered to file a lien on the homeowner's property for a fine of \$1,000, which can thereafter be foreclosed by the Community Association.

Fines must be reasonable and suspensions of the right to use the Community Association's common facilities and voting privileges by the member or a member's guest, tenant, or family member must be for a reasonable period of time.

Fines do not exhaust the legal remedies available to the Community Association to achieve homeowner compliance. Mediation and litigation are also alternatives. See, for instance, FL Statute 720.311.

### **Fine Committee ("FC")**

- The FC will have a minimum of 3 and maximum of 5 members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.
- No fine or suspension is imposed by the Board until a homeowner has been provided at least 14 days' prior notice of an opportunity at a hearing before the FC to present his or her arguments why a fine and/or suspension should not be imposed.



- The role of the FC is limited to determining (by majority vote) whether to confirm or reject the fine or suspension proposed by the Board but will not otherwise amend the fine.
- If the FC does not approve a proposed fine or suspension, it will not be imposed.
- If the proposed fine or suspension is approved by the FC, written notice will be provided to the homeowner (the “Fine Notice”). Payment of the fine is due 5 days after the date of the Fine Notice. If the fine is not paid by the due date, the matter will be referred to the Property Manager for collection.
- The FC will present a report to the Board after every meeting of the FC or at least once every 90 days to confirm whether further action is warranted. The report will include the date of the FC meeting, the homeowner’s name, address, the nature of the Violation and whether the fine was approved or denied.

## **Fences**

The Installation of fences requires prior ARC approval. Reference is made to the ARC Guidelines for the requirements and procedure.

- Signage or writing of any kind on the fence is prohibited

## **Garage and Yard Sales**

Garage and yard sales are allowed within the following guidelines:

- Only one garage or yard sale is permitted per year, per home.
- Garage and yard sales must be one-day events and held between the hours of 9:00 AM and 5:00 PM
- Only one sign advertising the sale is permissible, must be located in front of the home, and must be removed the same day.

## **Hedges**

- The maximum allowable height for hedges is eight (8’) feet.
- Hedges must be kept trimmed to minimize the impact on neighbors’ views.
- Hedges must not interfere with the drainage swales.

## **Holiday and Seasonal Decorations**

- Holiday and seasonal decorations are encouraged for limited periods of time.
- Christmas holiday decorations are permitted between Thanksgiving and the end of January.
- The prolonged display of holiday decorations, displays, flags, pennants or banners is discouraged.

## **Home Offices**

What takes place inside the privacy of one's home is not the concern of the Community at large. The following applies solely to any business, professional or commercial activity that is visible from outside the house. Specific activities that are not permitted are:

- Commercial vehicle parking in the driveway, other than for work currently being done on the property
- Storage of equipment, tools or supplies outside the house.
- Commercial refuse in front of the house.
- Unusual traffic to the house and on-street parking at the house on a regular basis.

## **Home Rentals**

- Home rentals shall be for a minimum of 90 days. No home may be rented more than three (3) times per year.
- Rentals must be for single family, residential use, and no commercial activities are permitted.
- The homeowner, rental agent and the tenant must complete and provide a Rental Notice and Acknowledgment form to the Property Manager prior to the move-in date. The tenant must agree to abide by the Community Association's Governing Documents.
- The Homeowner must provide the Tenant a copy of the most recent Governing Documents, copies of which are available on the Rivendell website or from the Property Manager.
- The homeowner is responsible for the tenant's compliance with the Governing Documents.
- Noncompliance can result in a fine of \$100/day fine to the homeowner, up to a maximum of \$1,000 per Violation.

## **Hurricane Shutters**

See ARC Guidelines for approval of the initial installation.

- Any shutter can be installed within ten (10) days after a forecasted hurricane or named storm.
- Clear shutters, shutters painted to match the house or trim color and any shutter not visible from a street or from a neighbor's property may remain installed throughout the hurricane season.
- Shutters that are not clear or painted to match the house or the window trim and are visible from a street, alley or a neighbor's property must be removed within fourteen (14) days after the passage of a hurricane or named storm.

## **Lampposts**

- Except for the Cottages, each home site shall have installed a pre-designed, Community Association approved mailbox lamppost unit.
- If the mailbox lamppost is damaged or destroyed by any casualty, or if the light ceases to function, it shall be the duty of the homeowner to replace or repair it within thirty (30) days of the damage or malfunction.
- If the mailbox requires repainting only, the homeowner must do one of the following:
  - Have the lamppost/mailbox refurbished or replaced by the manufacturer - Nostalgic Lamppost & Mailbox Plus; nlp1677@yahoo.com; (941) 223-1677 using their proprietary paint color (Verde Black)
  - Repaint using a commercially available paint such as: Rustoleum Hammered Black Indoor/Outdoor Spray Paint or Krylon Dual Superbond Paint & Primer Black Hammered Indoor/Outdoor Spray Paint
- Faded or illegible numbers must be repainted or replaced with 2" white vinyl letters (e.g., manufactured by Hillman) on both sides of the mailbox. These also are available as a custom-printed set from Nostalgic or from several on-line suppliers.
- Burnt out bulbs must be replaced with a 60 watt LED bulbs.
- Plantings must not interfere with lighting or operation of the mailbox.
- Colored lights are permitted only during the holiday season (Thanksgiving through Jan 31)

## **Landscape Maintenance**

- Amended Article 4.02 C states that lawns shall be kept neatly manicured on a regular basis.

### **Lawn Care**

- Grass must be maintained at a height of 5 inches and not less than 3 inches mowed regularly.
- Edging of lawn perimeters (driveways, sidewalks, flowerbeds etc.) is required
- Dead or diseased lawn must have the sod replaced; St Augustine or variation is recommended
- Grass clippings must be properly collected and disposed of
- Lawns should be treated to minimize weed growth
- Adequate irrigation is required

### **Trees**

- Trees must be pruned to avoid low overhanging branches impacting streets, sidewalks or adjoining property
- Palm trees should be trimmed annually to remove dead palm fronds or seed pods
- Diseased or damaged trees must be treated or removed with ARC approval
- Tree stumps must be ground to below ground level or removed

### **Flowerbeds and Mulched Areas**

- Flowerbeds must be maintained, dead plants removed and free of weeds
- Mulch or rock should be replenished as needed

## **Landscaping Lighting**

- Low level landscape accent lighting may be placed in mulched areas and is encouraged.
- Lighting fixtures must be positioned so there is no impact on the neighbors' properties.

## **Low Mow Zones (LMZs) on all pond shorelines, including at homes bordering ponds**

The shorelines of all Rivendell ponds are Community property and part of the storm water management system. The shorelines are subject to erosion, which is made much worse by the weight of mowing equipment when used to mow to the edges of the ponds. This erosion causes a loss of Community property and reduces the effectiveness of our stormwater management system.

- To control this erosion, Low Maintenance Zones (LMZs), consisting of a band of turf grass bordering each pond, a minimum of three feet wide, have been instituted and are maintained on all Community-mowed shorelines as well as those at homes bordering ponds.
- Maintenance of all LMZs shall be performed by the Community Association's landscape contractor. The contractor's scope of work specifies that the LMZs are to be kept mowed to a height of not less than eight (8") inches nor more than twelve (12") inches, and maintained to achieve a neat, uniform and manicured appearance.
- Homeowners or other property occupants shall not alter LMZs at shorelines bordering their property.

## **Parking; Trucks and Other Vehicles**

The following apply to trucks, commercial vehicles, recreational vehicles, motor homes, mobile homes, boats, campers, trailers and other vehicles:

- Pickup trucks other than commercial vehicles primarily used for personal transportation are permitted.
- No commercial vehicle of any kind shall be parked in the Community except for construction or service vehicles temporarily present on business. "Commercial Vehicles" means any vehicles of every kind whatsoever, that have exterior markings, lettering, signs, displays, equipment, inventory, apparatus or otherwise indicating a commercial use or purpose.
- No boat, trailer, semi-tractor trailer, 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 Rivendell unless it is either: a) kept fully inside an enclosed garage; or b) not visible from the homeowner's frontage or from an adjacent parcel, unless prohibited by general law or local ordinance.
- House trailers, semitractor trailers, campers, buses, motor homes, mobile homes, truck campers, and the like are permitted to be parked in Rivendell for loading and unloading purposes only, and then for a maximum of six (6) hours. Parking for longer periods of time may be permitted, but only with the prior written approval of the Board.
- 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 Rivendell's common area or in a Neighborhood Association's common area is prohibited unless it is not visible from the homeowner's frontage or from an adjacent property, and not otherwise prohibited by general law or local ordinance.
- Parking of any motor vehicle on streets and roads within the Community is expressly limited to durations not to exceed four (4) hours, and in all events, overnight parking on streets and roads is strictly prohibited unless otherwise permitted by Sarasota County street and parking regulations.
- No motor vehicle shall be used as a domicile or residence, either permanently or temporarily.
- All vehicles including pickup trucks used for commercial purposes are prohibited unless kept enclosed in a garage overnight.
- Parking of any vehicle on public streets is limited by Sarasota County regulation and ordinance.

- Parking in violation of the above shall subject to vehicle to being towed away at the owner's expense, and may subject the homeowner to fines and any other remedy available to the Community Association.

## **Play Equipment**

Any portable basketball backboard, swing set or other equipment, game or structure on the property must be removed and kept out of sight within the garage before sunset each night. The above notwithstanding, such equipment is permitted to remain outdoors if it is not visible from the frontage of the property or from adjacent properties.

## **Pool Parties**

- A pool party is a private event held at the Community pool with eight (8) or more people attending. All rules of the pool apply to pool parties, including holding the party between dawn and dusk, and the presence of an adult at all times. No pool party may be held or continued after dark.
- A Pool Reservation Request form must be filled out and submitted to the Property Manager at least seven (7) days prior to the pool party. If two or more homeowners wish to reserve a party on the same day, the first to hand in the Pool Request Form will receive approval.
- A refundable deposit of \$150 must accompany the Pool Reservation Request to cover the cost of any clean up required or damages incurred.
- An approved request permits exclusive use of the covered pool area. The pool itself will still be open to all residents.
- Food and drinks must remain under the covered pool area, and no glass is permitted. Clean up should be completed before leaving. All trash should be removed and the furniture returned to its original positions.

## **Pool Smoking**

- Smoking is prohibited anywhere within the fenced area of the Community pool.

## **Propane Tanks**

- All above ground tanks must be approved by the ARC. Reference is made to the ARC Guidelines for the process and requirements related to above-ground propane tanks.
- Any buried propane tank must meet Sarasota requirements, ordinances and permit requirements.

## **Access to Rivendell Common Grounds and Ponds**

- Access to common grounds and areas adjacent to ponds is limited to homeowners, tenants, and their guests only, for areas reachable from the street.
- Access to common areas located behind private homes, unless for the purpose of conducting Community Association business, is allowed only with the homeowner's permission.
- No person shall swim in, operate watercraft on, or use any portion of the Surface Water Management System unless approved by the Board of Directors.
- Homeowners, tenants or their guests may fish in ponds that are accessible from the streets. Fishing behind a homeowner's property is restricted to the homeowner, its tenant, its guest or those with permission from the homeowner.



## **Roof Coatings and Sealants**

Roof coatings or sealants that materially change the appearance (including, but not limited to the color) of the roof must be approved by the ARC. Refer to the ARC Guidelines.

## **Structures**

Article 4.02 (b) states the exterior of all structures shall be maintained in good condition and repair and in a neat and attractive manner.

- Painted areas shall be regularly painted
- Roofs shall be kept clean and free of mildew or staining
- Rust deposits, peeling of paint and discoloration is not permitted
- Driveways should be free of staining and weeds
- Broken pavers should be replaced and trip hazards repaired

## **Signs**

### **No Signs on Common Property**

No homeowner or its contractors shall place any type of sign, including but not limited to political signs, commercial signs, garage sale signs, or for sale or for rent signs on Rivendell common property including along Old Venice Road unless specifically permitted by the Board. Any sign placed on common property, including along Old Venice Road, without such permission may be immediately removed by the Association. The Association has the right to take any and all available legal action to require removal of unauthorised signs.

### **For Sale and For Rent Signs**

- Only one Board-approved sign may be placed on the homeowner's property. Such signs can be purchased from **Sign Masters in Nokomis**. Either a homeowner or its real estate agent may use this sign.
- The sign shall be placed in a mulched area on the front lawn.
  - Flyer boxes may be attached to For Sale signs.
  - No individual realtor signs are permitted.

## **Contractors' Signs**

- Homeowners may display a sign provided by a security system contractor for security services, which shall be no more than two (2) feet square in size and placed within ten (10) feet of any entrance to the home.
- Other than the above, no contractor signs may be displayed on any homeowner property.

## **Political Signs**

Political signs are not permitted on common areas or homeowner property.

## **Trellises and Arbors**

Trellises and arbors are prohibited in front yards or where such are visible from front or side streets or from adjacent properties.

## **Water Features**

Water features (for example, fountains, bird baths, etc.) are not permitted where visible from the street.

## **Yard Objects and Flags**

**Unless in areas covered by a roof or inside a pool cage,** any items (including but not limited to lawn chairs, swings, potted plants, small flags, statues, bird feeders, and tables) that are visible from the street are considered yard objects.

- New yard objects must be approved by the Board.
- Size: Not to exceed 30" high by 18" wide.
- Appropriate Material: Stone, metal, terra cotta, cement, and fabric
- Inappropriate Material: Plastic, glass, artificial plants, inflatable objects and artificial plants.
- Color: Neutral or earth toned.
- Subject matter: Must be in keeping with the style of the home. Must not be offensive to Community and family values. May be representative of, but not limited to, Florida flora and fauna.
- Cartoon characters or logos (sports or otherwise) are not acceptable.

- Location: Must be placed in a mulched area and incorporated into the planting so as to be integrated into landscaping.
- Number: 3 yard objects maximum per home site.
- One set of lawn furniture placed behind a house, usually consisting of a table and four chairs, does not require ARC approval.
- All lawn furniture and garden items must be removed or otherwise securely stored when the National Weather Service issues a hurricane warning for our area.
- Seasonal residents must remove and/or securely store yard furniture and items before they leave. Any damage done to, or caused by, yard objects or furniture during a storm is solely the responsibility of the homeowner.
- The above notwithstanding, yard objects not visible from the front of a property or from adjacent properties are permitted.
- As permitted by FL Statute 720.304 a homeowner may display a portable, removable U.S. Flag or official flag of the State of Florida in a respectful manner, not larger than 4½' by 6' and one portable, removable official flag, in a respectful manner, not larger than 4½' by 6', that represents the U.S. Army, Navy, Air Force, Marine Corps, Coast Guard, or a POW-MIA.
- A homeowner may erect one free-standing flag pole not more than 20' tall but must seek ARC approval beforehand.