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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



SCRIVENER'S AFFIDAVIT

**DECLARATION OF CONDOMINIUM
OF
RIVO AT RINGLING, A CONDOMINIUM**

**BYLAWS
OF
RIVO AT RINGLING CONDOMINIUM ASSOCIATION, INC**

THE UNDERSIGNED, being the scrivener of that Certificate of Amendment to the Declaration of Condominium, Articles of Incorporation and the Bylaws of Rivo at Ringling, a Condominium recorded at Official Records Instrument #2013038727 of the Public Records of Sarasota County, Florida, to the Declaration of Condominium of **RIVO AT RINGLING, A CONDOMINIUM** (which Declaration is originally recorded at Official Records Instrument 2006179441 of the Public Records of Sarasota County, Florida) does hereby certify that Article 3 subsection Z of the definitions should read "Single Family Residential Use" as reflected in Exhibit "A" and Section 6 of the Bylaws should be corrected as reflected in Exhibit "B".

The correction to the Declaration is attached hereto as Exhibit "A", and incorporated herein. The remainder of the Declaration is in full force and effect. The correction to the Bylaws is attached hereto as Exhibit "B", and incorporated herein. The remainder of the Bylaws is in full force and effect.

DATED THIS 17 day of February, 2017.

sign: Sally Sally
print: SALLY SALLY
sign: AS
print: Alan S Cohen

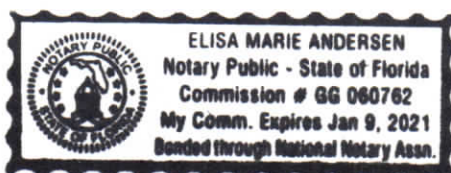
RIVO AT RINGLING CONDOMINIUM
ASSOCIATION, INC.

By: Gary A. Marple
GARY A. MARPLE

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was sworn to and subscribed before me this 17 day of February, 2017, by Gary A. Marple as scrivener agent of Rivo at Ringling Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.



NOTARY PUBLIC

sign: Elisa Marie Andersen
print: Elisa Marie Andersen
State of Florida at Large (Seal)

**DECLARATION OF CONDOMINIUM
OF
RIVO AT RINGLING, A CONDOMINIUM**

[Additions are indicated by underline; deletions by ~~strike-through~~]

ARTICLE 3

Definitions.

• • •

Z. "Single Family Residential Use" ~~"Single Family" Residential use~~ shall mean occupancy by a single housekeeping Unit composed of one (1) person, two (2) people no matter how related, or by three (3) or more persons all of whom are related to each other by blood, marriage, legal adoption or acting as guardian, legal custodian, or legal designee of a parent for a minor child residing within the Unit, it being the intention of this provision to prohibit occupancy of a Unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under the Fair Housing Laws.

EXHIBIT "A"

**BYLAWS
OF
RIVO AT RINGLING CONDOMINIUM ASSOCIATION, INC**

[Additions are indicated by underline; deletions by ~~strike-through~~]

6. Powers and Duties.

...

- 6.13 Levying fines against unit owners for violations of the rules, regulations and restrictions established by the Association to govern the conduct of occupants at the Condominium. The Board of Directors may levy a fine against a unit owner, not to exceed the maximum amount permitted by law, for each violation by the owner, or his or her tenants, guests or visitors, of the Declaration, Articles, Bylaws or rules or regulations, and a separate fine for each repeat or continued violation, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

- (a) A statement of the date, time and place of the hearing;
- (b) A statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as Directors. If the panel, by majority vote which may be taken by secret ballot, does not agree with the fine, it may not be levied.

The unit owner shall be liable for all attorney fees and costs incurred by the Association incident to the levy or collection of the fine, including but not limited to attendance at the hearing for the collection of the lien. Any partial payments received by the Association shall be first applied against attorney fees, then costs, then the unpaid fines.

- 6.14 ~~(d)~~ Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the common elements or the acquisition of property, and granting mortgages and/or security interests in Association owned property; provided, however, that the consent of at least a majority of the voting interest shall be required for the borrowing of any sum in excess of Ten Thousand Dollars (\$10,000.00). If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (n) is not repaid by the Association, a unit owner who pays to the creditor such portion thereof as his or her interest in the common elements bears to the interest of all the unit owners in the common elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such unit owner's unit.
- 6.15 (e) Contracting for the management and maintenance of the Condominium property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the common elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.
- 6.16 (f) All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding five (5%) percent of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape engineers), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.
- 6.17 (g) At its discretion, authorizing unit owners or other persons to use portions of the common elements for private parties and gatherings and imposing reasonable charges for such private use.
- 6.18 (h) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.

- 6.19 (i) Convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.
- 6.20 (j) Adopt procedures, hire personnel and install equipment and systems to provide for the protection and welfare of the Condominium, including, but not limited to, the right to hire security, use FOBS or key cards, install security cameras, locks or motion sensors, all without the approval of the Unit Owners, regardless of whether such installations would otherwise constitute a material alteration of the Common Elements or Association Property. This includes the right to charge residents for FOBS, key cards and other items that are needed to provide security and safety for the Condominium.