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**SUPPLEMENTAL DECLARATION OF NEIGHBORHOOD COVENANTS
FOR "CANOE PARK CIRCLE"
PARCEL K AT
RIVER PLACE ON THE ST. LUCIE**

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
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**SUPPLEMENTAL DECLARATION OF NEIGHBORHOOD COVENANTS
FOR "CANOE PARK CIRCLE"
PARCEL K AT
RIVER PLACE ON THE ST. LUCIE**

PURSUANT TO ARTICLE II, SECTION 3 OF THE AMENDED DECLARATION OF PROTECTIVE COVENANTS FOR THE RIVER PLACE ON THE ST. LUCIE LAND DEVELOPMENT, THIS SUPPLEMENTAL DECLARATION OF NEIGHBORHOOD COVENANTS FOR CANOE PARK CIRCLE ("Supplemental Declaration") made this 13th day of November, 2001, by RIVER PLACE, INC., a Florida corporation

WITNESSETH:

WHEREAS, RIVER PLACE, INC., the record owner of the real property hereinafter described and referred to as the Neighborhood, has imposed on the Neighborhood and other properties in River Place on the St. Lucie (collectively, "**The Properties**"), as such term is defined in the below-described Declaration of Protective Covenants for River Place on the St. Lucie (the "**Master Declaration**"), which is recorded in Official Records Book 1385 at Page 1130, of the Public Records of St. Lucie County, Florida; and

WHEREAS, said Master Declaration provides that the Master Declaration may be supplemented for any Tract or Neighborhood (as the term "Neighborhood" is therein defined); and

WHEREAS, the Declarant, as defined in Article I, Section 1.(p) of the River Place on the St. Lucie Protective Covenants has determined that in order to cause a quality development within the Neighborhood, supplemental restrictions and covenants should be imposed on the Neighborhood in attempt to preserve the property values of the owners therein; and

WHEREAS, Section 3, Article II, of the Master Declaration authorizes the recording of supplemental declarations with respect to the Neighborhood;

NOW, THEREFORE, RIVER PLACE, INC. hereby declares that the Neighborhood as defined in Article I, Section 1 (x) of this Declaration shall be held, transferred, sold, conveyed and occupied subject to this Supplemental Declaration and any and all amendments thereto, and the supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

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ARTICLE I.

DEFINITIONS AND INTERPRETATION

Section 1. Definitions. Except as expressly provided to the contrary in this Supplemental Declaration or where the context requires otherwise, each of the terms defined in the Master Declaration shall have the same meaning when used in this Supplemental Declaration. Additionally, the following words when used in this Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "**County**" shall mean and refer to St. Lucie County, Florida, either as a geographical area or as a political subdivision of the government of the State of Florida, as the context requires.

(b) "**Declarant**" shall mean and refer to RIVER PLACE, INC., a Florida corporation, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned by a written instrument recorded in the Public Records of the County. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of The Properties. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis.

(c) "**Lot**" shall mean and refer to any numbered lot on the Plat within the Neighborhood. As used in this Supplemental Declaration, each Lot shall be a "**Residential Lot**" as defined in the Master Declaration. Parcels not assigned lot numbers on the Plat are not deemed to be Lots.

(d) "**Master Plan**" shall mean and refer to Ordinance 97-69 adopted on September 2, 1997, by the City Commissioners of Port St. Lucie, Florida, as it may be amended from time to time, and as more particularly set forth in the document entitled *River Place on the St. Lucie PUD Conceptual Development Plan*, which governs the development and maintenance of The Properties.

(e) "**Member**" shall mean and refer to all those Owners who are Members of the Association as provided in Article III of the Master Declaration.

(f) "**Neighborhood**" shall mean and refer to Parcel K as shown on the Master Plan and legally described as All of Parcel K of RIVER PLACE ON THE ST. LUCIE, A PUD, according to the Plat thereof as recorded in Plat Book 39 at page 29G of the Public Records of St. Lucie County, Florida (the "Plat"). The Neighborhood shall be known as "**Canoe Park Circle**"

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(g) "**Neighborhood Common Areas**" shall mean and refer to Common Areas primarily for the use and/or benefit of Members the Neighborhood, whether or not owned by the Association.

(h) "**Neighborhood Committee**" shall mean and refer to a committee of Owners in the Neighborhood elected by all of the participating Owners in the Neighborhood in accordance with the provisions of the Association's Articles of Incorporation and Bylaws. Except as otherwise expressly provided herein or in the Articles or Bylaws, such Committee shall be advisory in nature and shall not exercise any corporate authority on behalf of the Association.

(i) "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Neighborhood, including Builders and Declarant.

(j) "**Unit**" shall mean and refer to the individual residential structure constructed on a Lot within the Neighborhood, and shall be restricted to a single family home.

Section 2. Interpretation. The provisions of this Supplemental Declaration shall be interpreted by the Board of Directors of the River Place on the St. Lucie Owners' Association, Inc. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Association or the counsel having drafted this Supplemental Declaration or other applicable document, or an oral opinion of legal counsel to the Association or the counsel having drafted this Declaration or other applicable document, at a meeting of the Board of Directors that is recorded in the minutes of the meeting (or electronically recorded if the meeting is electronically recorded) that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, Bylaws and the Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and The Properties, the preservation of the value of the Lots and Units and the protection of Declarant's rights, benefits and privileges herein contemplated.

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ARTICLE II.

PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION

Section 1. Property Subject to this Supplemental Declaration. The real property that is subject to the Supplemental Declaration is all real property within the Neighborhood.

ARTICLE III.

NEIGHBORHOOD RESTRICTIONS

Section 1. Use Restrictions.

(a) Lots may be used only for detached single family Units and appurtenant uses and for no other purposes. No business buildings may be erected in the Neighborhood. Notwithstanding the provisions of this section, any Builder, as defined in Article I, Section 1.(d) of the Master Declaration, may, with the approval of the Declarant while the Declarant owns any Lot or Tract within The Properties, utilize one or more Lots for a sales office, model home, or model home parking for so long as the such Builder shall own a Lot in The Properties on which a detached single family Unit may be constructed.

(b) Portions of the Neighborhood shown as canals and lakes on the Plat may only be used for drainage and water retention purposes as parts of the surface water management system pursuant to the Master Declaration and as required by the South Florida Water Management District ("SFWMD") from time to time.

(c) Portions of the Neighborhood not shown as either numbered Lots, canals, or lakes on the Plat shall be maintained as landscaped, open areas, and no buildings or improvements inconsistent with the use of such portions of the Neighborhood as open areas shall be permitted.

Section 2. Building Setback Areas. The following minimum setbacks will be required within the Neighborhood:

Front setback	25'
Rear setback	10'
Minimum side yard	6'
	15' corner
	12' between buildings

Section 3. Minimum Dwelling Unit Size, Garage & Driveway. Each single family detached Unit to be constructed on a Lot shall contain a two-car garage, a concrete or concrete paver driveway sufficient to permit the parking of two cars, and a minimum interior floor space under air conditioning of 1150 square feet.

Section 4. Signage & Lighting. The following specifications for signage and lighting shall apply within the Neighborhood provided there is no conflict with the approved PUD document:

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- (a) Running pennant signs or running pennant flags on a string are not permitted.
- (b) Only pre-approved flags on regulation flagpoles will be permitted.
- (c) Temporary banners are not permitted in the Neighborhood without the express written consent of the Declarant and the Association.
- (d) Declarant and the Association reserve the right to remove any and all non-conforming signs, whether on public or private property.
- (e) On any residential single family Lots, no sign of any kind shall be displayed to the public view except one sign of not more than three square feet advertising the property for sale.
- (f) Signage, unless otherwise further restricted and excepted herein, will conform to City of Port St. Lucie Land Use PUD Zoning Code, Section 158.212, (A), (B), (C), and Chapter 155 of same.
- (g) Mixing of light source (*i.e.*, metal halide with sodium vapor) is discouraged. Portable lighting units and blinking or flashing lighting will be prohibited unless otherwise approved by the Association for temporary events to the benefit of all of The Properties.
- (h) Landscape upright fixtures shall not be visible from the street or adjoining sidewalk areas.
- (i) Each home shall be required to have one photo-cell operated night light located adjacent to the driveway or entry walk, either affixed to the building structure, or a free-standing light post; a minimum one footcandle illumination shall be required. No high pressure sodium (orange) light source shall be permitted in the Neighborhood.

Section 5. Nature Trails. The nature trails in Parcels B, D, E, K, M and L shall allow access to nature preserves and recreation areas without environmental damage to uplands or wetlands. No motorized vehicles shall be permitted on trails except for maintenance and emergency services. Absolutely no hunting or trapping is permitted on the premises, except by authorized government agencies for the purpose of protecting homes, the public or the environment.

Section 6. Landscape Design. Single family landscape plans of the Builders shall be subject to the approval of the Declarant while the Declarant owns any Lot or Tract within The Properties. After an Owner purchases a Lot, plantings and modifications to landscaping by the Owner will require the approval of the Modification Committee as provided in the Master Declaration. Adherence to Chapter 153 of the Port St. Lucie Land Development Regulations is

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required, unless otherwise noted or excepted in the Master Plan. Furthermore:

(a) No Owner may remove or cause to be removed any existing hardwood tree (oak, holly, maple) or any protected buffer vegetation on any Lot without prior approval in writing from the Association. Any such removal will have a minimum penalty to the Owner of a three for one replacement value, unless otherwise provided in writing by the Association.

(b) No Owner may remove or cause to be removed any existing vegetation in the conservation areas, buffer zones or wetlands on the premises, except for exotic species that are prohibited on the premises in accordance with South Florida Water Management District regulations and permit conditions.

(c) No invasive exotic plant, as described in Chapter 153 of the City of Port St. Lucie Land Development Regulations, may be planted on any Lot. Owner has the obligation of removing any such exotic plant materials, to include the root system, in the event such plants grow on said Lot. The Association reserves the right to remove such species from any lot at the owner's expense if the owner refuses to remove the plant after written notice.

Section 7. Prohibited Fencing. Fencing is be prohibited on residential Lots in the Parcel K Neighborhood, except for invisible, electronic type pet fencing, provided such modifications are first approved in writing by the Modifications Committee of the Association. Privacy screens, under certain conditions and for specific applications, will be considered and may be approved by the Modifications Committee, provided such modifications are first approved in writing prior to installation.

ARTICLE IV.

ASSESSMENTS & BUDGET

Section 1. Neighborhood Budget & Assessments.

(a) Neighborhood Common Areas: As provided in the Master Declaration, the Board of Directors may from time to time determine which common expenses of the Association are attributable to Neighborhood Common Areas and assign such common expenses to a budget to be defrayed by Neighborhood Assessments against the Lots only within this Neighborhood. Conversely, Lots within this Neighborhood shall not be assessed for common expenses attributable solely to Neighborhood Common Areas of other Neighborhoods within The Properties.

(b) Neighborhood Annual Maintenance Assessments & Budget: An Annual Maintenance Assessment shall be levied by the Association against the Owner of each Canoe Park Circle Lot on which is located a Living Unit and against said Lots, to provide for current use, and to

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provide an adequate reserve fund for future use, for the purpose of:

(i) Providing for grass cutting and the maintenance of landscaping installed by the Declarant, the Builder or the Owners on Canoe Park Circle Lots. The Association shall not maintain private flower or vegetable gardens situated on the Canoe Park Circle Lots. The Board shall adopt specifications for grass cutting and the maintenance of landscaping;

(ii) Providing and paying for the share of administrative, insurance and management expenses attributable to carrying out the purposes of this Annual Maintenance Assessment; and

(iii) Providing such additional matters, consistent with the general purposes of this Annual Maintenance Assessment as may be approved by the Board, or in writing by not less than a majority of the Members owning Canoe Park Circle Lots.

(c) The Annual Maintenance Assessment for Canoe Park Circle Lots shall be levied by the Board on such Lots in such amount as may be necessary, in the determination of the Board of Directors, to carry out the purposes of this Annual Maintenance Assessment.

(d) The rate base for the Annual Maintenance Assessment shall be fixed at a uniform rate based upon the number of Living Units situated on Canoe Park Circle Lots and may be billed in advance on a monthly, quarterly or annual basis. Annual Maintenance Assessments for Canoe Park Circle Lots, and any income derived therefrom, shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association.

Section 2. Establishing the Neighborhood Maintenance Assessment Operating Budget. The Board of Directors shall, by appropriate resolution duly adopted, establish the operating budget for the Neighborhood Association, including Neighborhood Common Areas, and the rates of assessment to be levied upon the Lots on which is located a Living Unit. The Board of Directors shall fix the amount of the Neighborhood Maintenance Assessment against the respective Lots at least sixty (60) days in advance of the commencement of the Annual Assessment period.

Written notice of the Neighborhood Maintenance Assessment shall thereupon be sent to every Lot Owner in the Neighborhood subject thereto thirty (30) days prior to the date payment of the first installment thereof is due, except as to Individual and Special Assessments. In the event no such notice of the Assessments for a new Assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

ARTICLE V.

GENERAL PROVISIONS

Section 1. Construction. In the event of any conflict or inconsistency between the provisions of this Supplemental Declaration or the Master Declaration, the provisions of this Supplemental Declaration shall control.

Section 2. Duration. The covenants and restrictions of this Supplemental Declaration shall run with and bind the Neighborhood, and shall inure to the benefit of and be enforceable by the Association, the Modifications Committee, and the Owner of any land subject to this Supplemental Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Supplemental Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Lots subject hereto and of 100% of the mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

Section 3. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Supplemental Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Supplemental Declaration, the covenants, restrictions, easements, charges and liens of this Supplemental Declaration may be amended, changed, deleted or added to at any time and from time to time upon the execution and recordation of an instrument executed by Declarant alone, for so long as it or its affiliates holds title to any Lot affected by this Supplemental Declaration, provided that any such amendment shall be consistent with the general scheme of the development of The Properties or required by a governmental agency, FNMA/FHLMC, VA or FHA or the like; or alternatively by approval of not less than 66% votes of the Owners of Lots within the Neighborhood, voting being performed by the Members directly and not through their Neighborhood Representatives, provided, that so long as Declarant or its affiliates is the Owner of any Lot affected by this Supplemental Declaration, Declarant's consent must be obtained if such Amendment, in the sole opinion of the Declarant, affects its interest.

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Section 6. Easements. Should the intended creation of any easement provided for in this Supplemental Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement or no separate ownership of the dominant and servient estates, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees, or to be a "springing easement" for the purpose of allowing the original party or parties to whom, or the original party to which, the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 7. Covenants Running With The Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to the properties. Without limiting the generality of Article V, Section 8, if any provision or application of this Supplemental Declaration would prevent this Supplemental Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the land as aforesaid) be achieved.

Section 8. Negligence or Willful Neglect. In the event that the need for the maintenance or repair of landscaping is caused through the willful or negligent act of the Owner, his family, pets, tenants, guests or invitees, the cost of such maintenance or repairs (including costs incurred by the Association for attorney's fees, court costs, or other expenses incurred to obtain access to the subject Lot) shall be added to and become a part of the assessment against the individual Lot upon which the maintenance or repairs are performed.

Section 9. Access to Lot. For the purpose solely of performing the maintenance and repair required or authorized herein, the Association, through its duly authorized agent or employees, or subcontractors, shall have the right, without notice to the Owner, to enter upon any Canoe Park Circle Lot at reasonable hours on any day. No notice shall be required for grass cutting or landscaping.

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Section 10. Effective Date. This Supplemental Declaration shall become effective upon its recordation in the Public Records of the County.

EXECUTED as of the date first above written.

RIVER PLACE, INC.,
a Florida corporation.

Williamis
Name:

By: [Signature]

Carroll
Name:

Name: Carol Ann Cardella
Title: Vice-President

45249

Address: 7800 E. Kemper Rd., Cincinnati, Ohio.

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 13th day of NOVEMBER, 2001, by CAROL ANN CARDELLA, as VICE-PRESIDENT of RIVER PLACE, INC., a Florida corporation, to me personally known or produced identification _____. Type of Identification produced _____



Charlotte A. Kinnaman
MY COMMISSION # CC847579 EXPIRES
August 26, 2003
BONDED THRU TROY FARM INSURANCE, INC.

Charlotte A. Kinnaman
Name: CHARLOTTE A. KINNAMAN
Notary Public
My Commission Expires: 8/26/03
Commission No.: CC847579

Client Documents/River Place CDD 02512 Misc Revised Supplmnt K doc - Final doc

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