

" Exhibit A "

WHEN RECORDED RETURN TO:

Robert G. Rydzewski, Jr.
Treasure Coast Legal
100 S.W. Albany Avenue, Ste. 310
Stuart, Florida 34994

CERTIFICATE OF AMENDMENT

TO THE

**SUPPLEMENTAL DECLARATION OF NEIGHBORHOOD COVENANTS FOR
"ECOVILLAGE RIVER PLACE"
(Parcel "E" – River Place on the St. Lucie)**

THIS AMENDMENT is made, this 9th day of July 2016, to the original Supplemental Declaration of Neighborhood Covenants for "Ecovillage River Place" (the "Declaration") by Ecovillage River Place, L.L.C. (the "Declarant"), a Florida limited liability company, whose address is 2162 N.W. Reserve Park Trace, Port St. Lucie, Florida 34986.

WHEREAS, on January 8, 2016, Declarant recorded the original Supplemental Declaration of Neighborhood Covenants for "Ecovillage River Place" (the "Supplemental Declaration") in the St Lucie County Public Records at Official Records Book 3825, Page 2202, et seq.;

WHEREAS, pursuant to Article VI, Section 4 of the Supplemental Declaration, the Declarant may amend the Supplemental Declaration in its sole discretion until such time that it no longer holds title to any Lot or Unit affected by the Supplemental Declaration;

WHEREAS, the Declarant holds title many Lots or Units affected by the Supplemental Declaration as of the date of this Amendment;

WHEREAS, the Declarant desires to amend the Supplemental Declaration in certain respects and to evidence such amendments by this writing.

NOW, THEREFORE, Article VI of the Supplemental Declaration is amended as follows, which amendment includes the addition of Exhibit "A", which was previously omitted in its entirety:

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

**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 Units only within this Neighborhood. Conversely, Units 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: After the issuance of a certificate of occupancy for a particular Unit, A Neighborhood Annual Maintenance Assessments shall be levied by the Association against the Owner and their respective Unit to provide for current use and to provide an adequate reserve fund for future use, for the purpose of:
- 1) Maintenance of the common area lighting (to the extent not provided by River Place on the St. Lucie Community Development District) and Neighborhood signage for Tract "E";
 - 2) Exterior building maintenance, including roofs, window caulking, exterior siding, exterior painting, and entry door caulking and painting, but excluding replacement of windows, replacement of entry doors, replacement of garage doors and repair of garage doors if the damage was caused by the negligence of another, replacement and repair of screen enclosures, replacement and repair of privacy fences installed by Owner, and routine deck cleaning and sealing (see attached Exhibit "A" for further clarification);
 - 3) Insurance for exterior building structure;
 - 4) Maintenance of common mailbox facility;
 - 5) Limited common area and common area turf care and the maintenance of landscaping installed by the Declarant, the Builder or the Owners of Tract "E" Units, provided Owners have written approval by the Board of Directors of the Association for any such landscaping additions. The Board will adopt specifications for turf care and the maintenance and landscaping. Written approval by the Board Modification Committee is required prior to an Owner

installing any and all vegetable and/or flower gardens, and such gardens shall be maintained by the Owner;

- 6) Limited common area and common area irrigation;
 - 7) Maintenance of the roadways (Hawks Ridge Way, Trailside Run and Water's Edge Lane) is the responsibility of the River Place on the St. Lucie Community Development District.
 - 8) Providing and paying for the share of administrative, insurance and management expenses attributable to carrying out the purpose of this Neighborhood Annual Maintenance Assessment; and
 - 9) Providing such additional matters, consistent with the general purposes of this Neighborhood Annual Maintenance Assessment, as may be approved by the Board or in writing by not less than a majority of the Members owning Ecovillage River Place Units.
- C. The Neighborhood Annual Maintenance Assessment for Ecovillage River Place Units shall be levied by the Board against such Owners and Lots in such a manner as may be necessary, in the determination of the Board of Directors, to carry out the purposes of this Neighborhood Annual Maintenance Assessment.
- D. The rate for the base Neighborhood Annual Maintenance Assessment shall be fixed at a uniform rate based upon the number of Units (118 planned Units) situated in Tract "E" and may be billed in advance on a monthly, quarterly or annual basis. Until such time as the Port St. Lucie Building Department issues a certificate of occupancy for a Unit, the Unit Owner, including the Declarant, shall not be liable for Neighborhood Annual Maintenance Assessments. Accordingly, at any given time, After the issuance of a certificate of occupancy for each Unit, an Owner's pro-rata liability for the Neighborhood Annual Maintenance Assessments will be determined as a fraction, the numerator being the number of Units owned with a certificate of occupancy and the denominator being the number of Units with a certificate of occupancy then platted and submitted to this Declaration. The Association's budget shall be limited to only those expenses contemplated in Sections I (A) and I (B) above for those buildings with Units where a certificate of occupancy has been issued and for those expenses associated with the Neighborhood Common Areas or for carrying out the purpose of the Neighborhood Annual Maintenance Assessment. The Association shall adopt a new budget, effective when the first Unit of a new building is issued a certificate of occupancy. The Declarant will notify the Association in writing at least three weeks prior the first Unit in each building being issued a certificate of occupancy so that the Association may have ample time to amend its budget

accordingly. The Neighborhood Annual Maintenance Assessments for Ecovillage River Place Units, 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.

- E. The Association shall have no obligation to maintain or repair utility lines within a Lot. The Association reserves the right to repair any such utility lines in the event the Lot Owner is not diligent or timely in remedying needed repairs or maintenance. In the event the Association must make repairs, the cost for any such repairs is the responsibility of the Owner.
- F. See attached Exhibit "A," Maintenance Summary, regarding Association and Unit Owner responsibilities.

Section 2. Working Capital Fund. A Working Capital Fund will be established by the Board of Directors, which shall be collected from each Unit purchaser in an amount of Two Hundred Dollars (\$200.00). Each Unit's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Unit, including resales.

Section 3. Establishing the Neighborhood Maintenance Operating Budget. The Board of Directors shall, by duly adopted appropriate resolution, establish the operating budget for the Neighborhood Association, including Neighborhood Common Areas, and the rates of assessments to be levied against the Unit Owners and Lots on which is located a Living Unit. The Board of Directors shall fix the amount of the Neighborhood Maintenance Assessment against the respective Unit 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 Owner in the Neighborhood, subject to 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.

EXHIBIT A: Maintenance Summary
"EcoVillage River Place" / Tract "E"

Item of Maintenance	Association Responsibility	Unit Owner Responsibility
Turf Care & Landscaping	All, except areas within a fence enclosure & gardens installed by occupants with POA approval	Gardens & plant materials installed by owners with POA approval
Driveways	All	None
Foundations	None	All
Roofs	All	None
Screen Enclosures	None	All
Decks	Repair and replacement except if owner applies chemicals that compromise the integrity of the surface; Repair and replacement of reasonable wear and tear	Routine cleaning for mold prevention, routine sealing
Patios	Repair and replacement except if owner applies chemicals that compromise the integrity of the surface; Repair and replacement of reasonable wear and tear	Routine cleaning, rust removal
Windows	Exterior caulking	All, except exterior caulking
Doors to Homes	Exterior caulking and painting	All, except exterior caulking and painting
Garage Interiors	None	All
Air Cond. Units	None	All
Furnace	None	All
Hot Water Heaters	None	All
All Plumbing	None	All
Garage Doors	All, except replacement and except damage by occupant	None, except replacement
Garage Openers	None	All

Interior of Homes	None	All
Interior Drywall	None	All
Front Porches & Sidewalk	All, except routine cleaning & except any repairs of damage or extraordinary wear & tear caused by occupants. No responsibility for concrete paint, stain or epoxy	None, except routine cleaning & repair if damage caused by owner (e.g. hanging basket stains, etc.). Owner responsible for concrete paint, stain or epoxy (if any); POA approval required. Cooking out on front porches, sidewalk or driveway is prohibited
Gutters & screen covers, if they exist; down spouts, splash blocks & yard stains	All, except routine cleaning of yard drains or other drainage swales on individual unit property	None, except occupant required to routinely maintain yard drains and drainage swales to provide free flow of stormwater as per approved engineering & architectural plans
Exterior Siding	All	None
Exterior Painting	All	None
Exterior Trim	All	None, except fence enclosures and privacy
Exterior Light Fixtures	None, except normal wear & tear replacement of fixture or electrical repair. Bulbs not included	Owner is required to maintain exterior front & rear lights on photocell for security of premises. Bulb replacement by occupant.
Trash Removal	None	All
Water, Sewer, Gas, Electric	None, except for common area	All individual lines
Solar Panels / System	None	All
<i>See the Declaration of Covenants & Restrictions for Master Association for further clarification</i>		

Dated this 9TH day of ~~July~~^{AUG}, 2016.

WITNESSES:

ECOVILLAGE RIVER PLACE, L.L.C.

[Signature]
Signature

BY: [Signature]
Jeff Alexander, authorized director and officer of Home Crete Homes, Inc., the authorized member of Ecovillage River Place, L.L.C.

Robert Cook
Print Name

[Signature]
Signature

Gordon W. Willett
Print Name

STATE OF FLORIDA)
)
COUNTY OF ST. LUCIE)

The foregoing was acknowledged before me this 9TH day of ~~July~~^{AUG}, 2016, by Jeff Alexander, the authorized director and officer of Home Crete Homes, Inc., the authorized member of Ecovillage River Place, L.L.C. He is personally know to me or has produced _____ as identification.

My Commission Expires: 12-23-18

[Signature]
Notary Public
Brian S. Roat
Print Name



RIVER PLACE ON THE ST. LUCIE OWNERS ASSOCIATION, INC.

**BOARD ACTION BY UNANIMOUS WRITTEN CONSENT
WITHOUT A MEETING**

Pursuant to Florida Statute Section 617.0821, the undersigned, constituting all of the directors of River Place on the St. Lucie Association, Inc., a Florida not-for-profit homeowners association, declare that the action expressed in the Resolution set forth below is taken by all of the directors of the Association as of the latest date of the directors' signatures.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors as follows:

The proposed Amendment to the Supplemental Declaration of Neighborhood Covenants for "Ecovillage River Place" is approved. A copy of the Amendment is attached as Exhibit "A".

RESOLVED FURTHER, this consent resolution may be executed in one or more counterparts, including by fax transmission, each of which shall be deemed an original and all of which together shall be considered one in the same resolution.

Director Signature: _____

Print Name: _____

Date: _____

Handwritten signature of Joseph P. Peduto
JOSEPH P. Peduto
8/10/16

RECEIVED AUG 04 2016

RIVER PLACE ON THE ST. LUCIE OWNERS ASSOCIATION, INC.

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Director Signature: *Anthony Puzzo*
Print Name: ANTHONY PUZZO
Date: 7/18/16

RECEIVED JUL 19 2016

RIVER PLACE ON THE ST. LUCIE OWNERS ASSOCIATION, INC.

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Director Signature: Lawrence Smith

Print Name: Lawrence Smith

Date: 7/18/16

RECEIVED JUL 19 2016

RIVER PLACE ON THE ST. LUCIE OWNERS ASSOCIATION, INC.

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Director Signature: 
Print Name: KAREN FORIANO
Date: 7-31-2016

Don Day

RIVER PLACE ON THE ST. LUCIE OWNERS ASSOCIATION, INC.

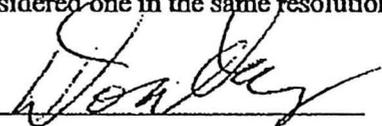
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Director Signature: 
Print Name: Donald Day
Date: 7/25/2016

RIVER PLACE ON THE ST. LUCIE OWNERS ASSOCIATION, INC.

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Director Signature: William L. Weber

Print Name: William L. Weber Pres

Date: 7/18/16

RECEIVED JUL 18 2016