

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

Pursuant to Article II, Section 3 of the Declaration of Protective Covenants for River Place on the St. Lucie, this Supplemental Declaration of Neighborhood Covenants for "Ecovillage River Place" (hereinafter "Supplemental Declaration") is made this ____ day of November, 2015, by Ecovillage River Place, L.L.C., a Florida limited liability company, whose address is 2162 N.W. Reserve Park Trace, Port St. Lucie, Florida 34986.

WITNESSETH

WHEREAS, River Place, Inc., the original developer, subjected certain property to the covenants, conditions and restrictions of the Declaration of Protective Covenants for River Place on the St. Lucie (hereinafter "Master Declaration"), as recorded in Official Records Book 1385, Page 1136, et seq., of the Public Records of St. Lucie County, Florida, as amended from time to time;

WHEREAS, Article II, Section 3 of the Master Declaration, titled "Supplemental Declarations," provides the authority to record Supplemental Declarations respecting one or more Tracts or Neighborhoods, as such terms are defined in this Supplemental Declaration;

WHEREAS, Ecovillage River Place, L.L.C., the record title owner of the real property hereinafter described and referred to as the Neighborhood, has imposed these covenants, conditions and restrictions on the Neighborhood in River Place on the St. Lucie, as such term is defined in this Supplemental Declaration.

NOW THEREFORE, Ecovillage River Place, L.L.C., hereby declares that the Neighborhood, as defined in Article I, Section 1, Paragraph E of this Supplemental 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.

ARTICLE I
DEFINITIONS

Section I. **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 Ecovillage River Place, L.L.C., a Florida limited liability company, 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 St. Lucie County, Florida. 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. "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 Developmental Plan*, which governs the development and maintenance of The Properties.
- D. "Member" shall mean and refer to all those Owners who are Members of the Association, as provided in Article III of the Master Declaration.
- E. "Neighborhood" shall mean and refer to Tract "E", as shown on the Master Plan and legally described as *Tract E, River Place on The St. Lucie, according to the Plat thereof, recorded in Plat Book 39, Page(s) 29, 29A-29G, of the Public Records of Saint Lucie County, Florida*. The Neighborhood shall be known as "Ecovillage River Place."
- F. "Neighborhood Common Areas" shall mean and refer to Common Areas primarily for the use and/or benefit of Members of the Neighborhood, whether or not owned by the Association.
- G. "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 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.
- H. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit within the Neighborhood, including Builders and Declarant.
- I. "Unit" shall mean and refer to the individual residential townhome structure constructed within the Neighborhood, and shall be restricted to an attached single family home.
- J. "Lot" shall mean and refer to the land upon which an individual townhome Unit structure may be constructed within the Neighborhood by the Builder, or "Lot" shall mean and refer to certain lands dedicated as "Neighborhood

Common Areas.”

- K. “River Place on the St. Lucie Community Development District (the “District”) shall mean the Community Development District created pursuant to Florida Statute §190, as amended from time to time.

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION

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

ARTICLE III

NEIGHBORHOOD RESTRICTIONS

Section 1. Use Restrictions.

A. Units may be used only as attached single family, residential townhome 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 of the Master Declaration, may, with the approval of the Declarant, utilize one or more Units for a sales office, model home, or model home parking for so long as such Builder shall own a Unit or a Lot in the Neighborhood on which an attached single family Unit may be constructed.

B. Portions of the Neighborhood shown as canals, lakes or wetlands on the Plat may only be used for drainage and water retention purposes as part of the surface water management system, pursuant to the Master Declaration, as required by the South Florida Water Management District.

C. Portions of the Neighborhood and portions not in the Neighborhood, but adjacent to the Neighborhood and owned by the District, not shown as either Units, canals, or lakes on the Plat shall be maintained by the Association or the District as wetland buffers, native habitat preserve, native landscape buffers or landscape, and no buildings or improvements inconsistent with the use of such portions of the Neighborhood or the District shall be permitted.

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

Front setback:	20 feet;
Rear setback:	10 feet to the building and 5 feet to the patio / screen enclosure; and
Minimum side yard:	20 feet between buildings and 20 feet to the street.

Section 3. Minimum Dwelling Unit Size, Garage & Driveway. Each attached single family, townhome shall contain a 1 or 2 car garage, depending upon the approved design plan, a concrete or concrete paver driveway sufficient to permit the parking of 1 or 2 cars, depending upon the design plan, and a minimum interior floor space under air conditioning of 1,000 square feet.

Section 4. Signage. Provided there is no conflict with the approved PUD document, no sign of any kind shall be displayed to the public view on any Lot unless the type, size, location and other attributes thereof are in accordance with the applicable rules and regulations, if any, adopted by the Board of Directors or the Modifications Committee. All such signs must be in accordance with the City's sign ordinance.

Section 5. Lighting. Each home shall be required to have two photo-cell operated night lights located adjacent to the driveway or entry walk, either fixed to the building structure, or a free-standing light post; and one rear light affixed to the building, each being a minimum of one foot candle illumination.

No high pressure sodium (orange) light source shall be permitted in the Neighborhood. Mixing of light sources (i.e.: metal halide with sodium vapor) is discouraged.

Portable lighting units and blinding or flashing lighting will be prohibited unless otherwise approved by the Association for temporary events to the benefit of all of the Properties.

Landscape lighting fixtures shall not be visible from the street.

Section 6. Landscape Design. After an Owner purchases a Unit, plantings and modifications to landscaping by the Owner will require approval of the Modification Committee, as provided in the Master Declaration. Adherence to the Port St. Lucie Land Development Regulations is required, unless otherwise noted or accepted on 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 within Tract "E" or adjacent to Tract "E" without prior approval in writing from the Association or the District. Any such removal will have minimum penalty to the Owner of a three for one replacement value, unless otherwise provided in writing by the Association and/or the District.
- 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 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. The Association reserves the right to remove such species at the Owner's expense if the Owner refuses to remove the plant after written notice.

Section 7. Prohibited Fencing. Fencing is prohibited on Tract "E" Neighborhood, except for fencing provided by Builder and approved by the Declarant. Privacy screen additions, under certain conditions and for specific applications, will be considered and may be approved by the Modification 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 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: A Neighborhood Annual Maintenance Assessment 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 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. Accordingly, at any given time, 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 and the denominator being the number of Units then platted and submitted to this Declaration. 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.

ARTICLE V LEASE RESTRICTIONS

Section 1. Leases. No fraction of a Lot or Unit (other than an entire Lot or Unit) may be rented. All leases shall be in writing and shall provide (or be automatically deemed to provide) that the Board of Directors of the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any provisions of this Declaration, the Articles of Incorporation, or Bylaws of the Association or its applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Properties or administered by the Association or the Neighborhood Committee. The leasing of Lots and Units shall also be subject to the prior, written approval of the Association. The Association may assign such review to the Neighborhood Committee. Approval shall not be unreasonably withheld and shall be deemed given if the Association does not deny approval within fifteen (15) days of its receipt of a request for approval, together with a copy of the proposed lease, lease application and all supporting information reasonably requested by the Association. Such information shall include a criminal background check and a credit check. Such credit information may include but is not limited to: (1) a recent financial statement or other information sufficient to confirm lessee's financial ability to maintain the lease; and (2) confirmation of an acceptable credit rating or evidence no judgments of default on payment of contractual obligations are outstanding. No approval of a lease shall be denied on the basis of its duration if such duration is for at least twelve (12) months. The maximum number of Units that may be rented at one time is 15 Units within the Neighborhood. The Association cannot reject a lease applicant based upon race, religion, gender, national origin or age.

Owner wishing to lease their Lots and Unit may, if the Association so elects, be required to place in escrow with the Association an amount of up to \$500.00, which may be used by the Association to repair any damage to the Common Areas or other portions of the Properties resulting

from acts or omissions of tenants (as determined in the sole discretion of the Association). The Association shall not be required to pay or remit any interest on any such escrowed funds. The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of a tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$100.00 and exclusive of any interest retained by the Association, shall be returned to the Owner within sixty (60) days after the tenant vacates the Unit.

Section 2. Member's Permittees. No residential Lot or Unit shall be occupied by a person other than the Owner(s) thereof or the applicable Member's Permittees and in no event other than as a residence. For purposes of this Declaration, a Member's Permittee shall be the following persons and such persons' families: (1) an individual Owner(s); (2) an officer, director, or stockholder of a corporate owner; (3) a partner in a partnership; (4) a fiduciary or beneficiary of an ownership in a trust; or (5) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. Under no circumstances may more than one family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by guests) exceed two (2) persons per bedroom (excluded from the definition of "bedroom" are living rooms, dining rooms, family rooms, country kitchens, or auxiliary spaces designed for flexible use but not designed or permitted as a "bedroom" by the City of Port St. Lucie Building Department). The Association shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section shall not be applicable to Units used by Declarant or Neighborhood Builder for model homes, sales offices, management services or otherwise.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting in the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Association, a person occupying a Unit for more than thirty (30) days shall not be deemed a guest but, rather, shall be deemed a lessee or occupant for purposes of this Supplemental Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Supplemental Declaration which apply to lease and lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Article and the Association shall enforce, and the Owners shall comply with, same with regard for such purpose.

ARTICLE VI GENERAL PROVISIONS

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

Section 2. 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 3. 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 4. Amendment. The covenants, restrictions, easements, charges and liens of the 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 the Declarant alone, for so long as it or its affiliates holds title to any Lot or Unit affected by the Supplemental Declaration, provided 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. Alternatively, this Supplemental Declaration may be amended, changed, deleted or added to by approval of not less than 66% votes of the Owners of Units within the Neighborhood, voting being performed by the Members directly and not through their Neighborhood Representatives, provided further, that so long as Declarant or its affiliates is the Owner of any Lot(s) or Unit affected by this Supplemental Declaration, Declarant's consent must be obtained if such Amendment, in the sole opinion of the Declarant, affects its interest.

Section 5. Negligence or Willful Neglect. In the event that the need for the maintenance or repair of Neighborhood common areas 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 Unit) shall be added to and become a part of the assessment against the Individual Unit.

Section 6. Access to Neighborhood Common Areas. For the purpose solely of performing the maintenance and repair required or authorized herein, including inspection or maintenance of District property, the Association and the District, through their duly authorized agents or employees, or subcontractors, shall have the right, without notice to the Owner, to enter upon any Neighborhood Common Areas at reasonable hours of any day. No notice shall be required for grass cutting or landscaping.

Section 7. Covenants Running With the Land. Anything contrary herein notwithstanding, 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. If any provision and /or application of this Supplemental Declaration would prevent this Supplemental Declaration from running with the land as aforesaid, such provision 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) be achieved.

Section 8. Effective Date. This Supplemental Declaration shall become effective upon

its recording in the Public Records of St. Lucie County, Florida.

Executed on the date first above written.

ECOVILLAGE RIVER PLACE, L.L.C.,
a Florida limited liability company
2162 N.W. Reserve Park Trace
Port St. Lucie, FL 34986

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

Witness #1: Lyana L. Damjanov
Signature

Print Name: Lyana L. Damjanov

Witness #2: Robert J. Calk
Signature

Print Name: Robert J. Calk

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 18th day of November, 2015, by
Jeff Alexander, as authorized director and officer of Home Crete Homes, Inc., the authorized
member of Ecovillage River Place, L.L.C., a Florida limited liability company, who is personally
known to me or produced _____ as identification.



Brian S. Root
Notary Signature

My Commission Expires: 12-23-18