

Prepared by and return to:
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**FIRST AMENDMENT TO
VOLUNTARY DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR RIVELLA
("DECLARATION")**

The Voluntary Declaration of Covenants, Conditions and Restrictions for Ravello (n/k/a) Rivella are filed of record at OR BK 4199, Pgs. 1983-2098, Official Property Records of St. Lucie County, Florida;

The following is the First Amendment (by addition) to the Voluntary Declaration of Covenants, Conditions and Restrictions ("CC&Rs") for Rivella to be recorded in the Public Records of St. Lucie County, Florida. There are three changes:

RESOLUTION (Leasing)

WHEREAS, Rivella was developed as a residential community; and

WHEREAS, the CC&Rs do not address leasing or boarding issues;

THEREFORE: The following shall apply to the leasing of homes in the Mainland Section of Rivella:

- 1) Leasing of a home in the Mainland Section of Rivella is permitted without the approval of the Property Owners Association; but, subject to paragraphs 2-7(c).
- 2) Owners shall be responsible for the activities of Owner's Lessee(s).
- 3) An Owner may lease Owner's home for up to twice/annum (during any 12 month period). No leases shall be for less than 60 days without the approval of the Board which may be withheld in the Board's sole and absolute discretion.
- 4) An Owner shall provide the Board with the following information about the Lessee:
 - a. Term of the lease and move in date.

- b. The name(s) of the occupants and contact information.
 - c. Vehicle information including make, model, color and license plate.
 - d. Guests of an Owner occupying a home when the Owner is not present for more than 30 days shall be deemed Lessees.
 - e. Guests of a Lessee shall be deemed Lessees if occupying the home when Lessee is not present for more than 30 days.
- 5) A boarder is not considered a Lessee as long as the Owner is occupying the home.
- 6) Communications between Association, Owner and Lessee:
- a. Lessees. Lessees must communicate to the Association through the Owner.
 - b. Violations. All Lessee violations will be directed to the Owner in writing. The Owner must take action to resolve the violation with its Lessee to avoid fines.
 - c. Conduct. The Owner is responsible for the conduct of the Lessee and the Owner and/or the Lessee will be assessed any fines if the Lessee is not in compliance with the Association Governing Documents.
 - d. Termination. The Association may demand termination of a lease where there are multiple violations.
- 7) Remedies.

The following remedies are available to the Association for non-compliance with the CC&Rs as Amended from time to time:

- a. If at any time an Owner or a Lessee is found to not comply with any of the provisions of the CC&Rs as amended or the rules and regulations of the Association, then the Association can assess the Owner and/or the Lessee fines in accordance with §720.305, F.S. as amended from time to time.
- b. If at any time any Lessee or occupant of a Dwelling violates or permits violations by his family members, guests and/or invitees of any provision of the CC&Rs, and such violations continue to occur or exist after reasonable notice to the Lessee and Owner of such violations, the Board shall have the power and authority on behalf of and at the expense of the Owner, to evict the Lessee or occupant if the Owner fails to do so after written request for eviction is made by the Board. The Board shall have no liability to an Owner or Lessee for any

eviction or enforcement actions undertaken in good faith. The Association shall have a lien against the Owner's Unit for any and all costs incurred by it in connection with such eviction, including reasonable attorney fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under the CC&Rs.

- c. All leases shall reference and incorporate the terms of the CC & R's, Design Guidelines and Rules and Regulations of Rivella as if fully incorporated herein.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of this _____ day of June, 2023 ("Effective Date").

Signed, sealed and delivered in the presence
of:

**RIVELLA PROPERTY OWNERS'
ASSOCIATION, INC.,** a Florida corporation

Printed Name: _____

By: _____
James D. Ryan, President

Printed Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing First Amendment to the Voluntary Declaration of Covenants, Conditions and Restrictions for Rivella Property Owners Association, Inc. was acknowledged before me this _____ day of _____, 2023 by James D. Ryan, as President of Rivella Property Owners Association, Inc., a Florida corporation. He is personally known to me or who has produced a _____ as identification.

Notary Seal:

Signature of Notary Public

FIRST AMENDMENT TO THE RIVELLA DESIGN GUIDELINES

WHEREAS, the Rivella Architectural Control Board ("ACB") has reviewed the requirement found in the Rivella (f/k/a Ravello) Design Guidelines, Rules and Regulations dated January 31, 2019 ("Design Guidelines") which has a provision requiring lighted mailboxes;

WHEREAS, the ACB has considered a request to delete this requirement as set forth in Design Guidelines at Part II, Section IV (F) and Exhibit C.

NOW THEREFORE, the requirement for lighted mailboxes is no longer a requirement; but, it is optional.

Dated this _____ day of _____, 2023.

ACB Directors

Roger Johnson, Architect

James D. Ryan, Manager
Rivella Development LLC

Michael J. Ryan, Member of the Board