

**This instrument was prepared by and  
after recording return to:**

**Name: Robert S. Raynes, Jr., Esq.**  
**Address: Gunster, Yoakley, & Stewart, P.A.**  
**800 SE Monterey Commons Blvd.**  
**Suite 200**  
**Stuart, Florida 34996**

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT  
SAINT LUCIE COUNTY  
FILE # 4314942 06/01/2017 03:19:14 PM  
OR BOOK 4003 PAGE 471 - 481 Doc Type: DEC  
RECORDING: \$95.00

(Space reserved for Clerk)

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**DECLARATION OF RESTRICTIONS**

*WHEREAS*, Gatlin Group Holdings, LLC, a Florida limited liability company, LLC (the "Owner") holds the fee simple title to certain lands located in the City of Port St. Lucie, Florida (hereinafter the "Property"), which is legally described as:

Parcels 4, 13, 14 and 15, GATLIN COMMONS, according to the map or plat thereof, as recorded in Plat Book 50, Page(s) 21 through 27, of the Public Records of St. Lucie County, Florida.

*WHEREAS*, the proposed development on the Property is referred to herein as "Gatlin Commons" or the "Project"; and

*WHEREAS*, the Owner submitted an application requesting a land use amendment and PUD rezoning for the Project (the "Application"); and

*WHEREAS*, the City Council on March 13, 2017 approved the Project; and

*WHEREAS*, the Owner seeks to provide a Declaration of Restrictions, (the "Declaration" or "Covenant") in connection with the development of the Project in order to comply with any and all conditions agreed upon with Portofino Isles Community Development District, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes (the "CDD");

*NOW, THEREFORE*, the Owner freely, voluntarily, and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) The above recitations are true and correct and are incorporated herein in their entirety.

- (2) **Density.** Owner agrees and acknowledges that the Project shall be limited to a maximum of two hundred (200) residential units on the Property.
- (3) **Construction of Wall.** Owner shall reduce the impacts of the Project to the surrounding residents of the CDD by constructing a six foot (6') high uninterrupted solid visual barrier which can include garage and/or wall along the adjacent lake in accordance with the landscape buffer plan attached hereto as Exhibit "A" (the "Buffer"). Owner shall design the garage and/or wall to conform to the design of the adjacent security wall to be constructed by the CDD as shown on Exhibit "A-1" attached hereto. The Owner shall complete installation of the Buffer, including the garage and/or wall referred to in this Section 3 and the landscaping (including palm trees) referred to in Section 5 below, after the installation of the utilities but prior to commencement of construction of any residential structures to be constructed on the Property. Following the installation of the Buffer, the maintenance of the Buffer shall be the perpetual responsibility of the Owner. The Owner shall provide the maintenance of the Buffer in a competent and professional manner, with such frequency as is necessary and reasonable in order to ensure that the Buffer is properly maintained and continues to function in accordance with the intended purpose of the Buffer.
- (4) **Recreational Amenities.** Owner shall reduce the impacts to the residents of the CDD by constructing on the Property a half-court basketball court prior to the issuance of a the first certificate of occupancy for a residential structure on the Property.
- (5) **Landscaping.** Owner shall reduce the impacts of the Project to the residents of the CDD by providing additional landscaping within the Buffer along the lake adjacent to the Portofino Court community. Said landscaping shall include tall palm trees (24' to 30' overhull height at planting) in order to mitigate the impacts of the building heights of the Project in accordance with the landscape buffer plan attached hereto as Exhibit "A". Following the installation of the landscaping, the maintenance of the landscaping shall be the perpetual responsibility of the Owner. The Owner shall provide the maintenance of the landscaping in a competent and professional manner, with such frequency as is necessary and reasonable in order to ensure that the landscaping is properly maintained and continues to function in accordance with its intended purpose.
- (6) **Building Height.** Owner shall reduce the impacts of Project to the residents of Portofino Isles by agreeing and acknowledging that no buildings constructed on the Property shall exceed three (3) stories in height with a mean roof height not to exceed forty-five feet (45').
- (7) **Bus Stop.** Owner acknowledges and agrees that it shall construct a bus stop/shelter, along Aledo Lane, for the use of the residents of the Project and the CDD, at a location reasonably acceptable to the CDD. The bus stop/shelter shall be installed prior to the issuance of the first certificate of occupancy for a residential structure on the Property.



- (8) **Architectural Standards.** Owner acknowledges and agrees that it is the intent and understanding that the architectural features of the Project be consistent with the residential architecture and standards of the CDD and to that end Owner agrees to restrict the use of asphalt tile and metal roofs (except those designed to look like barrel tiles) on all buildings associated with the Project.
- (9) **Easement.** By the execution hereof, the CDD at no additional cost to the Owner, hereby grants to the Owner, and its contractors, agents, licensees, invitees, successors and assigns, a non-exclusive easement for the purposes of constructing a wall, installing landscaping and maintaining said wall and landscaping together with the right of ingress and egress to the property described on Exhibit "B" attached hereto.
- (10) **Term.** This Declaration shall run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property and the Chairperson or Vice-Chairperson of the CDD Board of Supervisors has been recorded agreeing to terminate or otherwise change the covenant in whole, or in part.
- (12) **Modification, Amendment, Release.** This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof by written instrument executed by the then owner(s) of the Property, including joinders of all mortgagees, if any, and further provided that the same is also approved in writing by the CDD.
- (13) **Enforcement.** This Declaration of Restrictive Covenants is in favor of, and enforceable by the CDD, its successors and assigns, and benefits the land owned by the CDD located adjacent to the Property. Enforcement shall be by action at law or in equity against any parties or person violating, or attempting to violate, any covenants, either to restrain violations or to recover damages. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.  
  
In addition, in the event of a breach of this covenant, enforcement may be by action at law or in equity against any parties or person(s) violating, or attempting to violate, any covenants, either to restrain violations or to recover damages. The parties agree that a breach of this covenant shall create, in favor of the CDD the presumption of irreparable harm for the purposes of any injunctive relief.
- (14) **Authorization for the City to Withhold Permits and Inspections.** In the event the terms of this Declaration are not complied with, in addition to any other remedies available, the City of Port St. Lucie, Florida is hereby authorized to withhold any further permits and refuse to make any inspections or grant any approvals until there is compliance with this Declaration.

**Declaration of Restrictions**

**Page 4**

- (15) **Election of Remedies.** All rights, remedies, and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.
- (16) **Presumption of Compliance.** Where construction occurred on the Property or any portion thereof pursuant to a lawful permit issued by the City of Port St. Lucie and where inspections were made and approval of occupancy was given by the City of Port St. Lucie, then such construction, inspection, and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration. The issuance of a final Certificate of Occupancy shall establish conclusively that the building(s) certified for occupancy comply with this Declaration.
- (17) **Severability.** Invalidation of any one of these covenants, by judgment or Court order, shall not affect any of the other provisions which shall remain in full force and effect.
- (18) **Recording.** This Declaration shall be recorded in the public records of St. Lucie County, Florida at the cost of Owner and shall become effective immediately upon recordation.
- (197) **Owner.** The term Owner shall include the Owner, their heirs, successors, and assigns.

**NOW, THEREFORE,** for good and valuable consideration, the undersigned does hereby declare that it will not convey or cause to be conveyed the title to the above referenced Property without requiring successors in title to abide by all terms and conditions set forth herein. Further, the undersigned declares that this covenant is intended and shall constitute a restrictive covenant concerning the use, enjoyment, and title to the Property and shall be binding upon the undersigned, its successors, and assigns.

[Execution Pages Follow]



IN WITNESS WHEREOF, the undersigned have set their hands and seals to this  
Declaration of Restrictive Covenants this 22nd day of February, 2016.

WITNESS:

GATLIN GROUP HOLDINGS II, LLC, a  
Florida limited liability company

Kathleen A. Leone  
Print Name: Kathleen A. Leone  
Rose S. Payne Sr.  
Print Name: ROSE S. PAYNE Sr.

By: Harold Doot  
Name: Harold Doot  
Title: Managing Member

State of Florida )  
SS:  
County of MANISTEE )

The foregoing instrument was acknowledged before me by Harold Doot, the  
Managing Member Feb 2016 of Gatlin Group Holdings II, LLC, this 22 day of Feb, 2016 who is  
personally known to me or who produced \_\_\_\_\_ as identification.

Stacy M. Talbot  
Notary Public, State of Florida at Large  
Print Name: Stacy M. Talbot  
My commission expires: \_\_\_\_\_



Declaration of Restrictions  
Page 6

ATTEST:

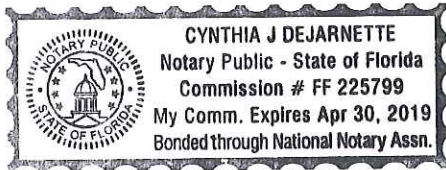
[Signature]  
Secretary/Assistant Secretary

PORTOFINO ISLES COMMUNITY  
DEVELOPMENT DISTRICT

By: [Signature]  
Name: EARL W. BAKER  
Title: Chairperson

State of Florida )  
County of ST. LUCIE )  
SS:

The foregoing instrument was acknowledged before me by CARL BAKER as Chairperson of the Board of Supervisors of the Portofino Isles Community Development District, this 2 day of MARCH, 2016 who is personally known to me or who produced Florida Drivers License as identification.



[Signature]  
Notary Public, State of Florida at Large  
Print Name: CYNTHIA DEJARNETTE  
My commission expires: 4/30/2019

State of Florida )  
County of \_\_\_\_\_ )  
SS:

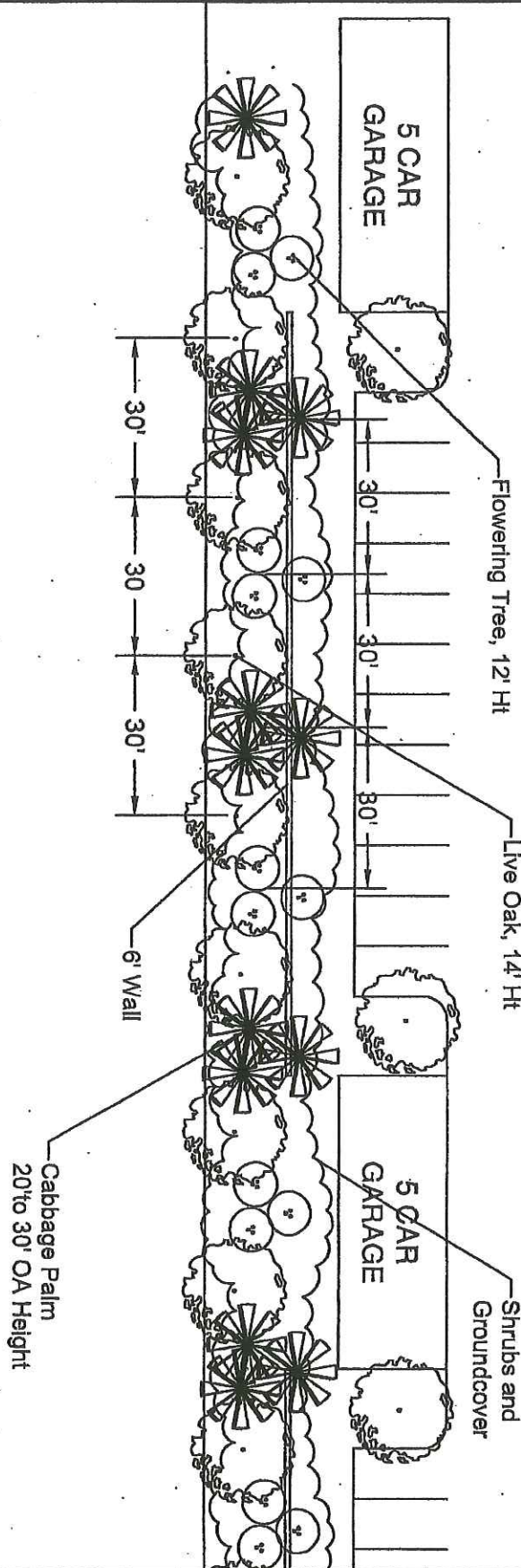
The foregoing instrument was acknowledged before me by Paul Winkely as Secretary/Assistant Secretary of the Board of Supervisors of the Portofino Isles Community Development District, this 12 day of March, 2016 who is personally known to me or who produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public, State of Florida at Large  
Print Name: Jennifer McConnell  
My commission expires: 12.16.2018

EXHIBIT "A"

Typical Enhanced Landscape Buffer along Water Management Tract with 6' Wall



<p><b>Gatin Commons</b> City of Port St. Lucie <b>Typical Buffer Plan</b></p>	<p>Scale: _____</p> <p>Drawn By: <b>SM</b></p> <p>Checked By: <b>SM</b></p> <p>CAUD No.: <b>04-016 Apartments/Club</b></p> <p>Date: <b>12.1.15</b></p>	<p><b>Landscape Design Associates</b></p> <p>702 SW Port St. Lucie Blvd Port St. Lucie, FL 34953 772-671-8816 ph, 772-405-9006 fax</p>
	<p>Revisions:</p> <p>Date: _____</p> <p>By: _____</p>	
	<p>Notes:</p> <p>1. All dimensions are in feet and inches.</p> <p>2. All materials and plants are to be specified by the contractor.</p> <p>3. All plants are to be installed and maintained by the contractor.</p> <p>4. All work is to be completed within the specified time frame.</p>	
	<p>1 OF 1</p>	







EXHIBIT "B"

Prepared by and Return to:  
Robert S. Raynes, Jr., Esquire  
Gunster, Yoakley & Stewart, P.A.  
800 SE Monterey Commons Blvd.  
Suite 200  
Stuart, Florida 34996

## CONSENT OF MORTGAGEE

FLAGLER BANK, a bank chartered under the laws of the State of Florida ("Mortgagee"), whose address is 555 Northlake Boulevard, North Palm Beach, FL 33408, is the owner and holder of that certain Mortgage, Security Agreement and Financing Statement dated June 8, 2007, recorded in Official Records Book 2836, Page 250; as amended by that certain Mortgage Modification Agreement dated December 15, 2008, recorded in Official Records Book 3051, Page 1838; as further affected by the Partial Release of Mortgage recorded in Official Records Book 3067, Page 1609; as further modified by the Mortgage Modification Agreement dated December 15, 2009, recorded in Official Records Book 3169, Page 631; as further modified by the Mortgage Modification Agreement dated June 15, 2011, recorded in Official Records Book 3301, Page 2676; as further modified by the Mortgage Modification Agreement dated June 14, 2013, recorded in Official Records Book 3549, Page 2808; as further modified by the Mortgage Modification Agreement dated August 14, 2013, recorded in Official Records Book 3567, Page 1660; and as further modified by the Mortgage Modification Agreement dated December 14, 2013, and recorded in Official Records Book 3601, Page 2810, as further modified by the Assignment of Mortgage dated May 18, 2015, recorded in Official Records Book 3751, Page 2658, as further affected by the Assignment of Note and Other Documents dated May 18, 2015, recorded in Official Records Book 3751, Page 2662, as further modified by the Modification and Restatement of Mortgage, Security Agreement and Assignment of Rents and Modification of Other Related Loan Documents dated May 18, 2015, recorded in Official Records Book 3751, Page 2667, as further affected by the Assignment of Rents and Leases dated May 18, 2015, recorded in Official Records Book 3751, Page 2700, as further affected by the Financing Statement Form dated May 18, 2015, and recorded in the Official Records Book 3751, Page 2706, all in the Public Records of St. Lucie County, Florida (collectively, the "Mortgage"); and

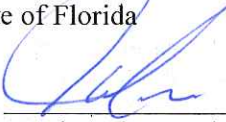
WHEREAS, the Mortgage constitutes a lien and encumbrance upon the "Property" as defined in the foregoing Declaration of Restrictions (the "Declaration"); and

WHEREAS, Mortgagee wishes to consent to the recording of the Declaration against the Property.

NOW, THEREFORE, KNOW YE, that the Mortgagee in consideration the sum of TEN and NO/100 DOLLARS (\$10.00) to it in hand paid by, or on behalf of, the Mortgagor at the time of the execution hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby consent to Mortgagor subjecting the Property described in the Declaration to the provisions of the Declaration and agrees that the Declaration shall be binding upon the present and future owners of the real property covered by the Declaration.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent of Mortgagee this 8th day of February, 2016

FLAGLER BANK, a bank chartered under the laws of the  
State of Florida

By:   
Its: Senior Vice President



STATE OF FLORIDA )  
 ) ss:  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 8 day of February, 2016, by Jose Cano, as Senior Vice President of FLAGLER BANK, a bank chartered under the laws of the State of Florida, who is personally known to me or has produced \_\_\_\_\_ as identification.

Ilana Wexler  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(Notarial Seal)

