

Please return to:  
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**SIXTH AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SIXTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Sixth Amendment") is made on the date hereinafter set forth below by Waterstone Builders, LLC, a Florida Limited Liability Company (the "Declarant").

WHEREAS, Port Richey Village Investments, L.L.C., a Florida Limited Liability Company ("Port Richey"), caused to be recorded that certain Master Declaration Of Covenants, Conditions And Restrictions on May 2, 2006 in Official Records Book 2550, Page 2128 or File Number 2846073; as amended by that certain First Amendment To Master Declaration Of Covenants, Conditions And Restrictions recorded on August 15, 2006 in Official Records Book 2635, Page 2986 or File Number 2913304; and as further amended by that certain Second Amendment To Master Declaration Of Covenants, Conditions And Restrictions recorded on November 28, 2006 in Official Records Book 2708, Page 1507 or File Number 2969195; and as further amended by that certain Third Amendment To Master Declaration Of Covenants, Conditions And Restrictions recorded on July 17, 2007 in Official Records Book 2851, Page 72 or File Number 3082239; and as further amended by that certain Fourth Amendment To Master Declaration Of Covenants, Conditions And Restrictions recorded on December 7, 2007 in Official Records Book 2913, Page 20 or File Number 3141681; and as further amended by that certain Fourth Amendment To Master Declaration Of Covenants, Conditions And Restrictions recorded on April 17, 2008 in Official Records Book 2962, Page 2515 or File Number 3195287; all of which are recorded with the Clerk of Court for Saint Lucie County, Florida (collectively, the "Declaration"); and

WHEREAS, Port Richey assigned its rights as "declarant" to Waterstone CDD Holdings, Inc., a Florida Corporation ("Waterstone CDD"), by that certain Assignment And Assumption Of Declarant's Rights recorded on September 13, 2011 in Official Records Book 3324, Page 63 or File Number 3628045; and Waterstone CDD further assigned its rights as "declarant" to Declarant by that certain Assignment And Assumption Of Declarant's Rights recorded on December 20, 2018 in Official Records Book 4215, Page 769 or File Number 4513208; all of which are recorded with the Clerk of Court for Saint Lucie County, Florida; and

WHEREAS, Article VIII, GENERAL PROVISIONS, Section 2., Duration, Modification, and Amendment. of the Declaration states in part the following:

"So long as the Declarant controls the Board of Directors of the Association, and has not turned the Association over to the control and operation of the Homeowners, the Declarant may, in its sole discretion and without any notice or vote by other Lot Owners, change, modify or amend any provision of this Declaration, in whole or in part by executing a written instrument making such change and having the same recorded in the Public Records of St. Lucie County, Florida."

WHEREAS, at the time of recording this Sixth Amendment, Declarant controls the Board of Directors of Waterstone Homeowners Association Of St. Lucie, Inc., a Florida Not-For-Profit corporation (the "Association").

NOW THEREFORE, Declarant hereby amends the Declaration as follows and all of the Properties shall be held, sold, and conveyed according to the restrictions, covenants, and conditions of the Declaration as amended herein, which shall run with title to the Properties and be binding upon all parties having any right, title, or interest in such Properties or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each owner thereof:

1. Except as amended herein, the above-stated recitals are true and correct and are hereby incorporated herein by reference. All capitalized terms contained in this Sixth Amendment, to the extent not otherwise defined herein, shall have the same meaning as such terms are defined in the Declaration.
2. ARTICLE I, MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION, Section 2., Lot or Unit Owner Membership of the Declaration is hereby amended by deleting the first paragraph of this Section in its entirety and replacing it with the following:

Section 2. Lot or Unit Owner Membership.

Every Owner of a platted Lot or Unit shall be a member of the Master Homeowners Association upon acquiring title to the Lot or Unit. There shall be a one-time initiation fee of \$100.00 per Lot or Unit, payable to the Master Homeowners Association at the time a Lot or Unit is conveyed to its initial Owner from the Declarant or Builder. Each subsequent Lot or Unit Owner may reimburse the previous owner the initiation fee that was paid at the time of the initial Lot acquisition. A Lot acquired by a Builder from Declarant shall not be subject to the initiation fee at that time of acquisition. The Association may spend some or all of the initiation fee for inspection of the Lot and house after completion of the improvements to certify compliance with the terms and provisions of this Declaration as provided herein.

3. Article II, ARCHITECTURAL AND AESTHETIC REQUIREMENTS, Section 2., Construction Plan Review., sub-section (c) of the Declaration is hereby deleted in its entirety and replaced with the following:

(c) Builders who have contracted with the Declarant to purchase five (5) or more Lots shall submit plans of their models, color selections, roof shingle types, and landscaping designs for blanket architectural approval by Declarant or Association, if in control by Declarant, that may be used on any Lot owned by Builder and no charge shall be assessed against Builder for such approval. Any plans approved by Declarant or the Association for Builder shall be deemed to have been submitted in compliance with this Section. Furthermore, any provision of the Declaration that is contrary to the approval shall be construed as a variance and nothing herein shall allow the Association to revoke any architectural approvals provided to Builder.

4. The word "Builders" in Article II, ARCHITECTURAL AND AESTHETIC REQUIREMENTS, Section 3., Clearing., of the Declaration is hereby deleted and the following is added to the end of the section:

Notwithstanding, Builder shall not be required to furnish any tree survey to the Committee as stated herein.

5. Article II, ARCHITECTURAL AND AESTHETIC REQUIREMENTS, Section 5., Landscaping., is hereby deleted in its entirety and replaced with the following:

Section 5. Landscaping.

(a) All landscaping must conform to all codes and requirements of the local governing agencies.

(b) Each Lot shall be entirely sodded including all easements and right-of-ways directly in the front, rear and sides of all Lots with floritam sod. Each residence shall have an automatic sprinkler irrigation system with automatic timers for the proper maintenance and watering of all shrub and landscaping for the Lot.

(c) Lots containing or adjacent to a Conservation Easement or Area may not clear, grade, alter or disturb any plant, or grade within the Conservation Easement or Area (see Article III, Section 16 and Article IV, Section 7).

(d) Landscaping for Townhouses will be set forth in the Sub-Association Deed Restriction document.

6. Article II, ARCHITECTURAL AND AESTHETIC REQUIREMENTS, Section 8., Overhead Garage Doors and Garage Door Openers., of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 8. Overhead Garage Doors.

All overhead garage doors shall be decorative in design and should complement the exterior elevation of each individual residence. Garage doors should remain closed when not in use.

7. Article III, GENERAL RESTRICTIONS - USE AND OCCUPANCY, Section 10., Fences, Walls, Hedges, Mass Planting of Any Type., sub-section (f) of the Declaration is hereby deleted in its entirety and replaced with the following:

(f) No fence on any Lot may be constructed of wire, chain link or cyclone style of fencing.

8. Article V, COVENANT FOR ASSESSMENTS, Section 1., Assessments., sub-section (a) of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 1. Assessments.

(a) All Lots and Units shall be subject to annual and special assessments as herein provided in order to fund the costs of fulfilling the purposes of the Association. In the event of a conveyance, the grantee is jointly and severally liable with the grantor for all assessments outstanding against the grantor and subject Lot or Unit, without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. Each Lot or Unit Owner is deemed to covenant and agree by acceptance of a deed to a Lot or Unit to pay all assessments and no Lot or Unit Owner may waive or avoid responsibility for payment of any assessment by not using his/her Lot or Unit or the Common Areas or by disputing the purpose of the assessment or for any other reason; provided however, that no Lot while owned by the Developer or Builder shall be subject to either annual or special assessments. The Developer hereby obligates itself to pay any operating expenses that exceed assessments received from the members and other income sources of the Association. This obligation shall terminate when the Developer no longer controls the Association.

9. Article V, COVENANT FOR ASSESSMENTS, Section 3., Date of Commencement of Annual Assessments., of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 3. Date of Commencement of Annual Assessments.

The annual assessments for each Lot or Unit shall be payable upon conveyance of that Lot or Unit to a Class A Member, and at the beginning of each fiscal year of the Association thereafter.

10. The following sub-section is added at the end of Article V, COVENANT FOR ASSESSMENTS, Section 5, Covenants for Assessment, of the Declaration:

(d) Builder shall be exempt from paying any portion of the maximum annual assessment.

11. Except as amended hereinabove, the remaining portions of the Declaration are and shall remain unchanged and in full effect.

IN WITNESS WHEREOF, Declarant has executed this Sixth Amendment as of the date set forth below.

**DECLARANT:**

WATERSTONE BUILDERS, LLC, a  
Florida Limited Liability Company

By: Waterstone Investors, LLC, a  
Florida Limited Liability Company,  
its Manager

By: *Matthew Markofsky*  
Matthew Markofsky, Manager

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 2019, by Matthew Markofsky, as Manager of Waterstone Investors, LLC, a Florida Limited Liability Company, Manager of Waterstone Builders, LLC, a Florida Limited Liability Company, and he is personally known to me.

*Lisa Tedesco*  
Notary Public  
My Commission expires: 7-31-22

