

Waterstone of St. Lucie County

Architectural and Aesthetic Guidelines

Construction Plan Review

No dwelling, building or structure of any kind shall be constructed, erected, or altered on any Lot or in any part of the Subdivision, nor shall any exterior additions, changes or alterations therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location thereof shall have been first submitted to and approved by the Committee. The Committee may charge a non-refundable administrative fee in the amount of \$50.00, payable to the Association, for the review and/or processing of plans, specifications and inspection of the proposed improvements. Said fee shall be paid to the Association at the time submission of the application for building on the Lot, an addition, change or alteration is made to the Lot.

Two (2) sets of construction plans and specifications shall be submitted to the Committee showing all intended construction and alterations on the subject Lot, including but not limited to site plan, tree survey, landscape plan, sidewalk construction, exterior elevations, paint colors, shingle samples, exterior materials samples, and other descriptions necessary to describe project. An administrative fee of \$50.00 shall be paid to the Master Association for processing the plans, payable at the time of submission. Plans and specifications in regard to topography and finished grade elevation must also be submitted for approval by the Committee prior to the commencement of any excavation work or activity which will alter the existing topography of the Lot. The Committee shall notify the Lot Owner, in writing, within thirty (30) days of receipt of all required evidence, of the Committee's approval or disapproval of any project. Said written notice may be signed by any one member of the Committee.

Builders who have contracted with the Developer to purchase five (5) or more Lots may submit plans of their models, color selections, roof shingle types and landscape designs for general approval by the Committee. Each Builder is responsible for notifying the Committee, in writing, prior to construction, of the exact pre-approved specification as provided herein as to which model, color selection, landscaping, etc. are to be used on each specific Lot. The administrative fee may be waived by the Committee if proper notification is received prior to construction for a specific Lot so long as one of the generally approved models, color selections, roof shingle type and landscape design is being used.

The plans, specifications, and location of all contemplated construction shall be in accordance with the terms hereof and with all applicable codes and ordinances of the local governing agency issuing permits for construction or land alteration in effect at the time of such proposed construction or alteration. The Committee shall have the right, in its sole discretion based upon these Covenants and Restrictions, to approve or disapprove any Lot improvement, including but not limited to building, fence, wall, screen enclosure, grading, floor elevation, drainage plan, mailbox, solar energy device, posts, antennas, fountains, decorative building features, landscaping plan, landscape device or object, yard decorations, or other improvement, whether as new construction or additions, modifications or alterations to Lots.

In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or breach of this Declaration has occurred. A fine of \$50.00 per occurrence shall be assessed against the Lot and shall accrue with interest as provided in Article VI until the fine is paid and approval is obtained, or improvements corrected to comply with an approval given. If after 120 days from the date the first fine is assessed, and the non-compliance has not been corrected, the Committee may re-assess the \$50.00 fine as a second occurrence of the same violation and may continue to do so every 120 days until the violation has been corrected.

No two (2) adjoining single-family homes shall have the same front architectural elevation.

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.

Clearing

No clearing may take place within a conservation easement within a Lot (see Article II, Section 16 and Article IV, Section 7).

Prior to any construction the Committee will be furnished a tree survey showing the location and type of all trees four (4") inches or more in caliper at breast height. This survey shall also show types and general location of existing vegetation. A site plan will be provided showing the location of any structures, driveways, and sidewalks to be constructed and which vegetation and trees are proposed to be removed.

It is the intent of the Committee that as much of any existing wooded character of a Lot be retained as reasonably possible. All yard areas of a Lot not left in their natural state shall be sodded or replanted. For any Lot fronting a lake, the Owner including Builders of same shall also be responsible for sodding with the same type of sod used on the lawn of the Lot and maintaining all areas between his property line and the water's edge, if any, including easement areas on the sides, front or back of the Lot.

If any unauthorized clearing or damage takes place on any Lot, conservation area, upland buffer or any Common Areas, restoration of said Lot or Common Areas to their original condition must be made. The vegetation restoration plans must show the location of plant material, size, and type must be submitted to the Committee for approval. If the Owner of any Lot (or his contractors, agents or invitees) that has been cleared without written authorization of the Committee fails to restore said Lot or Common Area damaged by the Owner (or his contractors, agents or invitees) within thirty (30) days of receipt of written notice from the Committee, then the Committee may make such restoration, the cost of which shall be a lien against the Lot and a debt of Owner which may be enforced in the same manner as enforcement of Assessments as set forth herein.

Grading, Drainage and Floor Elevations.

Each Lot shall be filled, graded and built to finished floor elevations as defined in this document, as designed by the engineer of record, and as approved by St. Lucie County Engineering Department. Each Lot must conform to the local governmental agency requirements that control. It is the Builder's obligation to conform to these requirements.

Five-foot-wide (5' wide) sidewalks for each Lot shall be constructed at the time of home construction and shall be graded so as not to impound water in the Lot or on the sidewalk. The sidewalk shall be slanted toward the street to assure proper drainage. The property line side of the sidewalk shall be two (2") inches higher than the back of curb elevation and blend in smoothly with the finished sod grade of each lot.

Finished floor elevations shall be set as required by the Jot grading plan designed by the engineer of record and as approved by St. Lucie County, South Florida Water Management District or other government agency. Each Builder must submit two (2) copies of the final survey showing all four (4) cornered grades and the final finished floor elevation for each home or unit constructed. Where appropriate, adjacent to Conservation Areas the water quality berm must also be shown on the final survey with spot elevations. Any survey not being within two tenths (2/10) of the plan elevation for that individual Lot shall be deemed to be non-conforming and the Builder shall be responsible for corrections necessary to meet plan elevation prior to final approval and acceptance by the Homeowners Association. One (1) copy of the survey shall be forwarded to the St. Lucie County Engineering Department for their review and approval.

Landscaping.

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

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 resident shall have an automatic sprinkler irrigation system with automatic timers for the maintenance and proper watering of all shrub and landscaping on the Lot.

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).

Landscaping for Townhouses will be set forth in the Sub. Association Deed Restriction document.

Roofs. Shingle Material and Exterior Elevations.

No primary portion of a straight gable or hip roofs may be built with a pitch lower than 5/12. All roofs shall be pitched except for those areas over porches and patios. Flat roofs must be constructed of approved framing and decking, tar paper and gravel or similar material. No metal, aluminum or fiberglass roofs will be permitted.

The Committee must approve the type, color, and style of all shingle and roof covering materials. Under no circumstances shall any home be constructed without using slate, tile, cedar shake, or guaranteed 25-year fungus resistant architectural dimensional shingles or equivalent. The Association Board of Directors may reject any exterior elevation based on the roof line, shingle type or exterior elevation appearance that in its judgment is not within character in keeping up with the standards of the subdivision.

Exterior Covering, Siding and Paint.

There shall be no artificial brick, stone, stucco, aluminum, vinyl, T-11 or other siding materials used on the exterior of the buildings or other structures without first receiving written approval of the Committee as to type, color, and texture of the material. Painting or coloring of driveways or sidewalks is prohibited.

All paint used on the exterior body of any residence shall be soft and unobtrusive in its tone. Colors should be selected to harmonize with the natural environment of the subdivision and should be soft and unobtrusive. They should not be loud or bright. No more than one paint color (may be used) for the body of each residence and no more than two (2) accent trim colors. Paint colors must be submitted for approval prior to being applied on any residence. A written approval listing the manufacturer and paint sample number of all paint colors including body and trim paint must be obtained for each residence from the Committee.

Painting or coloring of driveways or sidewalks is prohibited. The staining of a driveway with a stain matching the color of cement may be approved by the Committee. Application for permission to stain a driveway, along with information on the stain product, must be submitted to the Committee prior to staining of any driveway. The use of pavers on driveway areas shall be permitted only with the prior written approval of the Committee. A sample of the pavers, or information showing the product and color will be submitted by application to the Committee for review and approval.

Overhead Garage Doors and Garage Door Openers.

All overhead garage doors shall be decorative in design and should complement the exterior elevation of each individual residence. Under no circumstances may fiberglass or plastic type garage doors be used without the written approval of the Committee. All overhead garage doors must be installed and maintained with an operational automatic garage door opener. Garage doors should remain closed when not in use.

Dwelling Size.

The ground floor of the main structure exclusive of any open porches, patios (enclosed or otherwise), breeze-ways and garages, shall not be less than **1,400** square feet for a one-story dwelling and not less than **950** square feet for the ground floor of a dwelling of one and one-half or two stories. Each residence shall have an enclosed garage for a minimum of two (2) cars. No carports shall be permitted. No lot improvement shall exceed two (2) stories or **thirty-five (35')** feet' in height, whichever is greater.

Dwelling Restriction.

Any home built on Lots 29-3 I, Block 3, inclusive, and Lots 25-43, Block 4, inclusive, as shown on the recorded Plat of Waterstone Phase One, must be a one-story home. No two- story home will be approved for construction on these Lots.

Building Location.

Building location setbacks with regard to single family residential Lots shall be as follows:

- Front Yard 15' - side loaded garage
- 25' - front loaded garage
- Side Yard 6'

Rear 10' - comer (street side)
 15'
 10'' - top of bank to building

For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot or easement. If there is any conflict between this covenant and zoning regulations of the proper governing authority said zoning regulations shall apply.

Street Address Numbers and Mailboxes.

All street address numbers are to be installed prior to the completion of each residence. The location of street address numbers shall be as uniform as possible on each residence. All mailboxes shall be uniform as to type, color and design. The location, color, size and type of mailboxes and street address numbers shall be determined by the Declarant. All mailboxes and street address numbers are required to be installed by the Builder prior to the occupancy of the residence.

Completion of Construction.

All construction and landscaping approved by the Committee shall be completed within eight (8) months from the date of written approval. The Committee may grant a greater period to complete said construction or may grant an extension of said eight (8) month period.

Fences, Walls, Hedges, Mass Planting of Any Type.

Fences, walls, hedges or mass planting of any type shall not exceed a height of six (6') feet above the finished graded surface of the grounds upon which it is located and shall not be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Homeowners Association's Board of Directors.

No hedge or mass planting of any type exceeding three (3') feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the Homeowners Association's Board of Directors.

No Fences, walls, hedges or mass planting of any type shall be built further forward on a Lot than ten (10) feet behind the front building line of any residence and shall not exceed six (6') feet in height, except as otherwise provided herein. All fences built on the street side of any comer Lot shall have a minimum setback requirement equal to the side setback of the existing residence. The finished side of all fences shall face the exterior of the Lot.

With respect to any Lot adjoining a lake or retention area, any fence or wall, shall be constructed with the following restrictions:

- No fence may exceed four (4') feet in height along the rear property line;
- All fences must be four (4') feet in height along the rear property line and continuing up toward the residence to the rear setback line as defined in Article II, Section 11, of the Declaration of Covenants, Conditions and Restriction);
- Fences may increase up to six (6') feet after reaching the rear setback line for the remainder of the distance along the property line not to go closer than ten (10') behind the front building line of any residence.
- Four (4') feet black aluminum or wrought iron picket style fence must be used along the rear property line and along the side property line for the distance of the rear setback line as defined herein, to permit a view of the lake.
- A gate must be installed along the rear property line to allow homeowners to maintain the area down to the waters edge on all lake front Lots.

All fences must be in conformance with all governmental regulatory codes and setback requirements. No fence shall be constructed without the prior written approval and consent of the Committee.

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

All fences to be constructed in the Subdivision, with the exception of fences along lake front Lots as restricted above, shall be uniform as to construction, design, style and finish. The approved type and style shall be a 6' solid white vinyl fence with no ornamental design. Prior to construction of a fence or wall on any Lot, the Owner must submit to the Committee for prior written approval, a detailed sketch showing the type and location, and confirming the use of the pre-approved style and color of the proposed fence or wall. Once the initial design/style of fence is approved, the same

design will be approved for all additional applications for fences in the Subdivision. All fences shall all be alike in style and design.

Antennae, Aerials and Satellite Dishes

The Association does have the right to regulate the above-described telecommunications equipment with respect to landscaping and safety. When possible, all exterior antennae or aerials shall be placed in the rear or side yard, in such a manner as to be as unobtrusive as possible. Any matter of safety will be handled on a case by case basis by the Association.

Any homeowner who wishes to install an antenna or a satellite dish should submit a sketch showing its location relative to the home to the Architectural Control Review Committee.

Swimming Pools

A Swimming pool may be constructed on a lot within the appropriate setbacks and with the approval of the location and material by the appropriate governing authority and the Committee. Swimming pools shall only be in ground pools. Screen enclosures require approval by the Committee.

The Owner of a Lot including Builders shall be responsible for any expense incurred by the Community Development District, the Master Homeowners Association, a Sub-Association or the Developer to repair or replace Common Area vegetation and topography, rights-of-way, swales, drainage facilities and utility lines when such repair or replacement is necessary as a result of the negligent or intentional errors or omissions of the Owner, his family, tenants, guests, agents or invitees. This shall specifically include repairs or replacements resulting from the actions of the Owner's contractor in constructing any improvements on the Owner's Lot. Any such expense if not paid upon demand shall be added to the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as the Assessments provided in these covenants. Provided, however, this shall not apply if there are insurance proceeds available to pay for damage or may be added to the annual assessment levied by a Community Development District, as applicable.

Any Builder, or subsequent Owner, who damages any portion of a Conservation Easement Area, or fence adjoining said Conservation Easement Area, in any way, as determined by the Master Homeowners Association, the Community Development District, the Developer and/or South Florida Water Management District, shall be assessed a fine of \$500.00. Upon written notice to any Builder, or subsequent Owner, by certified mail, return receipt requested, that damage has occurred on any portion of a Conservation Easement Area, or fence adjoining said Conservation Easement Area, said Builder or subsequent Owner shall have ten (10) days within which to cure the damage. Said \$500.00 fine will be assessed immediately after the ten (10) day time period. If said \$500.00 fine is assessed, Builder or subsequent Owner will have thirty (30) days within which to pay said fine. If said \$500.00 fine is not paid within the thirty (30) day period, a lien will be placed upon the Lot or Unit and enforcement will be made pursuant to the terms contained in Article VI of the Deed Restrictions.

Complete set of restrictions are available in the Waterstone Homeowners Association of St. Lucie County Declaration of Covenants, Conditions and Restrictions, Bylaws, and Articles of Incorporation. These documents can be found at Watson Association Management website www.pinnacleam.com.
