

PREPARED BY AND RETURN TO:

Port Richey Village Investments, L.L.C., a Florida limited liability company
1682 W. Hibiscus Blvd., Melbourne, FL 32901

MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the 27th day of April, 2006 by **PORT RICHEY VILLAGE INVESTMENTS, L.L.C., a Florida limited liability company**, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in St. Lucie County, State of Florida, which is more particularly described in Exhibit A hereof and which is platted as:

WATERSTONE
A Subdivision Lying in Portions of
Sections 11 and 14, Township 34 South, Range 39 East
St. Lucie County, Florida

according to the Plat thereof recorded in Plat Book 52 Page(s) 35, Public Records of St. Lucie County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall accrue to the benefit of each owner thereof.

DEFINITIONS

"Association", "Homeowners Association", "Master Homeowners Association" and "Master Association" shall mean and refer to "WATERSTONE HOMEOWNERS ASSOCIATION OF ST. LUCIE, INC.", a not-for-profit corporation organized under the laws of the State of Florida, its successors and assigns, and the terms may be used interchangeably from time to time herein.

"Articles" means the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida (a copy of which is attached hereto as an Exhibit), as amended from time to time.

"Board" or "Board of Directors" means the Board of Directors of the Association.

"By-Laws" means the By-Laws of the Association adopted by the Board (a copy of which is set forth as an Exhibit hereto), as amended from time to time.

"Assessment" shall mean a share of the Association Expenses which from time to time are assessed against the Lots and Lot Owners, commencing from the time each Lot becomes a Contributing Lot.

"Association Expenses" shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Lots and Owners thereof.

"Builder" shall mean an owner of one or more developed but unimproved lots purchased for the purpose of the construction of a single family residential dwelling unit, villa, townhouse or townhome for sale, and who holds a license for such construction.

"Common Area(s)" for the purposes of this Declaration shall mean those portions of the Subdivision which are identified in warranty deed(s), which convey such common area from Developer to the Association. Additional parcels may be added to the Common Areas in the future.

"Properties" means the property described in Exhibit "A" hereto (including all Improvements thereon), plus whatever portions of Waterstone (together with all Improvements thereon) are declared to be Properties in any Supplemental Declaration, less whatever portions of Waterstone (together with all Improvements thereon) are declared to be withdrawn from the provision of this Declaration in any Supplemental Declaration.

"Easement" or "Easement Areas" shall mean and refer to all of the various easements and easement areas upon any Lot as designated on any recorded subdivision plat or plats of the Properties.

"Buffer Areas" means any strips of land of varying widths abutting the roads in the Properties for portions or all of their entire length, notwithstanding that any such strips of land may lie within the common areas, which are designated for or intended to be used for landscaping, open space or pedestrian purposes. Declarant may establish a physical boundary between the Buffer Areas and such other common areas, but in the absence of such physical boundary, Declarant shall have the absolute right to determine the actual boundary and such determination shall be binding on all future Owners. The fact that certain of such Buffer Areas are not legally described shall not affect their character as Common Areas for purposes hereof.

"County" means St. Lucie County, Florida.

"Subdivision" or "Community" shall mean that property platted as Waterstone Subdivision, excluding any and all property dedicated to the Community Development District by the Plat or by future conveyance, the legal description of which is attached hereto as Exhibit "A", and such other property as may be brought within the jurisdiction of the Association and as may be submitted to this Declaration. It is Developer's intent that only a portion of the total Subdivision be made subject to this Declaration at this time and to make additional property subject to this Declaration subsequently in phases.

"Community Development District" shall mean a Community Development District established pursuant to Chapter 190, F.S. and in which the Community is located.

"Conservation Easement Area(s)" shall mean and refer to those certain areas of the Properties which : (i) are designated on the plat(s) as "non-buildable areas" or are otherwise declared to be Conservation Areas or Common Areas; and (ii) are or will be subject to a conservation easement limiting the use of such areas to a preserve area or conservation area. There are two (2) types of Conservation Areas:

"Upland Conservation Area" is a Conservation Area the use of which is restricted to: (i) entry features, walls, lighting and planting at or near the entrance to the property on Emerson Road; (ii) perimeter walls/ fences in buffers; and (iii) other uses permitted within a preserve area consistent with the Comprehensive Plan and the Land Development Code which govern the Properties.

"Wetland Conservation Area" is a Conservation Area the use of which is restricted to wetlands or other water preserve areas.

"Declarant" and "Developer" shall mean and refer to PORT RICHEY VILLAGE INVESTMENTS, LLC, its successors and assigns.

"Landscape Buffer" shall mean all subdivision walls, fences, and vegetative buffers erected by the developer, its successor(s) in interest or the Community Development District, (including the improvements thereto).

"Lot", whether or not capitalized, shall mean each lot platted as such in the Subdivision, the total number of which may increase if subsequent phases are platted and added to the Subdivision.

"Owner" or "Lot Owner" shall mean each person or entity who owns record title to a Lot or Unit, excluding those having such title merely as security for performance of an obligation as described in Chapter 697, Florida Statutes.

"Member" shall mean and refer to all those Owners who are Members of the Association as provided in this document.

"Townhouse" or "Townhome" shall mean and refer to a Lot, as defined herein, with a single-family attached residence constructed thereon for which a certificate of occupancy has been issued by the applicable governmental authorities.

"Unit" means a residential dwelling unit constructed on a Lot thereon for which a certificate of occupancy has been issued by the applicable governmental authorities. The term "Unit" shall include a detached dwelling unit as well as a Townhouse.

"Unit Exterior Maintenance" means all goods and services necessary or desirable to maintain in good repair and condition, operate, inspect, test, repair, preserve, perform minor alterations and/or clean, as well as any other action or activity commonly or customarily regarded as maintenance of the exterior portions of a Unit, such as paint, stucco repairs and repaving any driveway area within the boundaries of a Lot; however, Unit Exterior Maintenance shall not include repair, reconstruction or replacement of windows, doors, glass, screening, concrete block, rebar, mortar, tie beam and all other elements of the exterior walls of the Unit. The cost of Unit Exterior Maintenance shall be deemed to be a Sub-Association Expense, and further set forth in a Supplemental Declaration.

"Unit Roof Maintenance" means all goods and services necessary or desirable to maintain in good repair and water tight condition, operate, inspect, test, repair, preserve, repair, replace, perform minor alterations and/or clean, as well as any other action or activity commonly or customarily regarded as maintenance of the roof of a Unit but not repair or replacement of roof trusses or joists.

"Sub-Association(s)" shall mean a not-for-profit organization under the laws of the State of Florida, its successors and assigns, which are a part of and benefit from the Master Association, but have additional obligations, restrictions and assessments beyond the Master Association and which shall govern defined areas also within the jurisdiction of the Master Association.

"Subdivision" shall mean that property platted as WATERSTONE, excluding any and all property dedicated to the Community Development District by the Plat or by future conveyance, the legal description of which is attached hereto as Exhibit "A", and such other property as may be brought within the jurisdiction of the Association and as may be submitted to this Declaration. It is Developer's intent that only a portion of the total Subdivision be made subject to this Declaration at this time and to make additional property subject to this Declaration subsequently in phases.

"Surface Water, Stormwater Management System and/or Drainage System" means the surface water management system for the Properties as permitted by the South Florida Water Management District, including all drainage rights of way, lakes, ponds, water management tracts, drainage facilities, and preserve areas. "Drainage System" also means a system that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to: (i) collect, convey, store, absorb, inhibit, treat, use or reuse water; or (ii) prevent or reduce flooding, overdrainage, environmental degradation and water pollution, or otherwise affect the quantity and quality of discharges from the system.

"SFWMD" means the South Florida Water Management District.

"South Florida Water Management District Permit" means that certain South Florida Water Management District **Permit No. 56-01830-P** issued by the South Florida Water Management District ("SFWMD") attached hereto as Exhibit "B". Said permit and any future SFWMD permit actions shall be maintained by the Association's Registered Agent for the Association's benefit.

“Supplemental Declaration” means any instrument recorded by the Declarant in the County’s Public Records for the purpose of: (i) adding additional properties to the Properties; (ii) declaring certain properties to be Lots or Units; (iii) declaring certain properties to be Common Areas; (iv) requiring the Association to perform Maintenance for portions of the Properties; (v) withdrawing properties from the Properties or Common Areas; (vi) or otherwise amending or supplementing this Declaration.

“Architectural Control Review Committee” (ARC) means the committee created pursuant to Article II, Section 1 hereof.

"Private Street" shall be referenced on the recorded Plat and shall also be governed by the Association as defined below.

ARTICLE I
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. General Purposes of Master Homeowners Association.

The Master Homeowners Association is organized for the purpose of providing common services to the Lot Owners; owning and maintaining landscaping, fencing and lighting on the Common Areas; owning sidewalks, maintaining the drainage easements, Conservation Easement Areas, Common Areas, surface water and/or stormwater management systems, private streets/roadways and entry gate(s), access systems, pools, clubhouses and other amenities; providing enforcement of these covenants and restrictions; and engaging in activities for the mutual benefit of the Owners and otherwise providing services and satisfying obligations of the Master Homeowners Association as contemplated by this Declaration of Covenants, Conditions and Restrictions. In order to pay for these services, the Master Homeowners Association will charge assessments against the Lots and their Owners. A Lot may be subject to lien for any unpaid assessments, but additionally each Owner is personally obligated for assessments coming due during the time such Owner owns the Lot. The functions of the Master Homeowners Association shall be performed by a Board of Directors. Provisions relating to the Master Homeowners Association and the Board of Directors are also contained in the Articles of Incorporation and By-Laws of the Master Homeowners Association. There may be common areas within the Subdivision which are designated for the sole use and benefit of the members of a Sub-Association and which shall be managed and maintained by that Sub-Association, the costs of which shall be assessed solely to the Sub-Association members.

(a) General Purposes of Sub-Associations.

Separate Sub-Associations will be formed for those portions of the Subdivision which will contain tracts and facilities servicing and benefiting a limited number of Lots, Units and Owners as opposed to all owners and Lots in the Subdivision (the “Limited Common Facilities”). In such case, these Limited Common Facilities will be conveyed to, managed by and maintained by the applicable Sub-Association which will also be responsible for assessments (independent of the Master Association assessments) for the costs and expense of managing and maintaining these Limited Common Facilities. Such assessments will be levied on the Owner of those Lots or Units who have been specifically designated in the Sub-Association documents as being members of the Sub-Association. The Sub-Associations are organized for the purpose of providing common services to Lot or Unit Owners within the governing area of the Sub-Association; owning and maintaining landscaping , fencing and lighting on the Limited Common Facilities; owning and maintaining streets, curbs, sidewalks, entrance gates and access systems, pools, clubhouses and amenities within the designated jurisdiction of the Sub-Association and designed to service and benefit its members; providing enforcement of its covenants and restrictions; and engaging in activities for the mutual benefit of the Owners of lots within the Sub-Association. In order to pay for these services, the Sub-Association will charge an assessment in addition to the Master Association’s assessment against the Lots or Units and their Owners within the Sub-Association’s jurisdiction. A Lot or Unit may be subject to a lien for any unpaid assessments, but additionally, each Lot or Unit Owner within the Sub-Association is personally obligated for the assessment coming due during the time such Lot or Unit Owner owns a Lot or Unit. The functions of the Sub-Association shall be performed by a board of directors. Provisions relating to the Sub-Association and their board of directors will also be contained in the articles of incorporation and bylaws of the Sub-Association. Notice is hereby given that Lot or Unit Owners within the Subdivision may be required to be members of not only the Master

Association, but also members of a Sub-Association at the time that a Lot or Unit is subject to Sub-Association jurisdiction is conveyed to its initial Owner from the Declarant. The amount of this initiation fee and other annual or monthly fees shall be defined in the governing documents of the Sub-Association and recorded in public records of St. Lucie County, Florida.

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 **\$550.00** 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. The amount of **\$125.00** of this one-time initiation fee shall be set aside in a separate reserve account by the Master Homeowners Association to be used at such time that the FDOT and/or St. Lucie County requires the payment by the Master Homeowners Association's share of the cost of a traffic signal at the intersection of Indrio Road and Emerson Avenue. The amount of **\$75.00** of this one-time initiation fee shall be set aside in a separate reserve Homeowner Association account to be used for future gate maintenance and repair, road maintenance and repair, pool/clubhouse maintenance and repair or other amenities maintenance and repair. 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 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.

Membership shall be appurtenant to and may not be separated from ownership of any Lot. The initiation fee may be increased from year to year after December 31, 2006 in the same manner and amount as annual assessments may be increased pursuant to Article V, Section 5.

Section 3. Classification of Membership.

The Homeowners Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot or Unit owner. When more than one (1) person holds an interest in any Lot or Unit, all such persons shall be members. The vote for such Lot or Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot or Unit. Class A members shall also include all owners, with the exception of the Declarant, of Lots or Units in additional phases, if additional phases are subjected to these restrictions as elsewhere provided in this Declaration.

Class B. The Class B member shall be the Declarant or successor developer and shall be entitled to three (3) votes for each Lot owned (to include each owned Lot in additional phases if additional phases are subjected to these restrictions as elsewhere provided in this Declaration). The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) Three (3) months after ninety (90%) percent of the residential lots in all phases of the subdivision have been conveyed by the developer (or successor developer) to members (excluding conveyances to builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale) and the residential structures are complete and occupied by Owners, or

(b) Upon the election of the Declarant or successor Developer.

Section 4. Membership Vote.

Voting will be allowed by certified written mailed-in ballot on all issues that require a vote by the full Association. The maximum number of votes that may be cast is the sum of all votes held by qualified Class A members and the Class B member either present in person, or by proxy at the time the vote is taken at a meeting, or by actual ownership of platted lots if by certified written ballot. The number of votes needed for a quorum on any vote of the Association shall be a minimum of thirty (30%) percent of the sum of all the votes held by qualified Class

A members and Class B members for any ballot to be valid. All matters to be voted on by the Association shall require a quorum and shall be decided by a majority of those votes cast by owners represented by the quorum. Voting shall also be permitted by general or limited proxy at any meeting of the Association.

Section 5. Voting Qualifications.

To be qualified to vote, a Class A member must be current in payment of all assessments and any liens which have been levied against that member or any Lot owned by that member as of the date of the vote. Any person designated in writing by the Declarant shall be qualified to cast the votes for each Lot owned by the Class B member.

Section 6. Sub-Associations.

(a) A Sub-Association shall be required if any of the following occurs within a portion of any section or division of the development of Waterstone:

- (i) Lot or Lots are sold to be used for multi-family purposes, including, but not limited to townhouses, townhomes or villas;
- (ii) a recreation area is created including a pool which is for the benefit and use by only a section or division of the Waterstone Subdivision;
- (iii) common exterior maintenance of Lots or Units and structures thereon is provided on an assessment/fee basis by an entity other than the Lot or Unit Owner for all Lot or Unit Owners in a specific section or division of the Subdivision (i.e. Maintenance Free Community).

(b) Each Sub-Association shall have articles of incorporation, by-laws and a declaration of covenants, conditions and restrictions recorded in the Public Records of St. Lucie County, Florida, prior to the sale of the first Lot or Unit within a section having a Sub-Association in Waterstone. The Sub-Association articles of incorporation, by-laws and declaration of covenants, conditions and restrictions must be submitted to the Declarant for review and approval prior to filing and/or recording in the Public Records.

(c) No language contained in the Sub-Association articles of incorporation, bylaws and/or Declaration of Covenants, Conditions and Restrictions shall conflict with the language of the Master Association. If conflicting language occurs, the Master Association language shall control.

ARTICLE II
ARCHITECTURAL AND AESTHETIC REQUIREMENTS

Section 1. Architectural Control Review Committee.

(a) There shall exist an Architectural Review Committee (hereinafter referred to as "Committee") which shall consist of three (3) or more members. So long as there is a Class B membership of the Association, control of the Committee and approval of all plans and specifications and other functions herein shall be vested in the Declarant, who shall appoint all Committee Members. Appointive Committee members need not be Owners, and shall serve indefinitely, at Declarant's pleasure.

(b) After Declarant's Class B membership in the Association converts to Class A membership, the Board of Directors shall appoint a five (5) person Architectural Review Committee, as a sub-committee of the Board of Directors, at its Organization Meeting following the Association's Annual Meeting. Members of the Architectural Review Committee may include members of the Board of Directors and Association Managers. A majority of the Committee Members must be homeowners in the Subdivision and shall serve until their successors are appointed at the next Organization Meeting. Committee Members may be reappointed. Should a vacancy occur on the Committee, the Board of Directors may appoint a successor to serve until the next Organization Meeting.

(c) Each Sub-Association shall have a three (3) member Architectural Review Committee appointed by the Board of Directors of the Sub-Association. This three (3) member committee of the Board of Directors shall be appointed at the Organization Meeting following the Association's annual meeting. Members of the Sub-Association Architectural Committee may include members of the Board of Directors and Association managers. A majority of Committee Members must be homeowners in the Sub-Association, and shall serve until their successors are appointed at the next Organization Meeting. Committee Members may be reappointed. Should a vacancy occur on the Committee, the Sub-Association's Board of Directors may appoint a successor to serve until the next Organization Meeting.

(d) The Architectural Review Committee of the Master Association will conduct the initial plan review for all new construction throughout the Subdivision. In addition, the Architectural Review Committee for the Master Association will conduct architectural reviews for alterations, construction and changes for existing homes in those portions of the Subdivision not covered by a Sub-Association. The Sub-Association will conduct architectural review of all alterations, construction and changes for existing homes within the Sub-Association.

Section 2. Construction Plan Review.

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

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

Section 3. 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.

Section 4. Grading, Drainage and Floor Elevations.

(a) 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.

(b) 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.

(c) Finished floor elevations shall be set as required by the lot 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.

Section 5. Landscaping.

(a) All landscaping must conform to all codes and requirements of the local governing agencies. A typical or several master landscape plan(s) may be submitted to the committee for approval by Builders in accordance with above Sections 2 and 3. This plan may be altered to accommodate existing vegetation on individual lots. All areas of the yard of each Lot not left in this natural vegetated condition shall be replanted with trees, shrubs, ground cover and flowers, or sodded including all easements and right of ways directly in the front and rear of all lots with the same type of sod as used on the lawn of the residence.

(b) No existing living tree four (4") or more inches in caliper, excluding pine trees, measured at breast height, shall be removed from a Lot unless said tree is diseased or interferes with erecting or placing the house or other permanent structures on said Lot and grading for proper drainage.

(c) A minimum of six (6) trees are required to be planted in the front and side yard of each residence: at least two (2) live oaks in 30 gallon containers or equivalent, not less than 10' to 12' feet in height with 4' to 5' of spread and 2" in caliper at breast height and four (4) of any of the following type trees in not less than 15 gallon containers or equivalent, 7' to 9' feet in height with 3' to 4' of spread and 1" in caliper at breast height: live oak, laurel oak, magnolia, maple or east palatka holly. Three (3) sable palms may be substituted for any two (2) of the trees listed, except for the two (2) thirty (30) gallon live oaks. The trees shall remain perpetually on each lot. Notwithstanding the foregoing, trees must conform to any stricter standards required by any applicable governmental entity. In the event any of the trees die either by disease or neglect, they shall be replanted with the same or other approved type of tree to comply with these minimum requirements. Upon notification by the Association and/or the local governing agency, each homeowner shall have thirty (30) days to replant/replace said trees required under these restrictions.

(d) A minimum of \$1,500. as part of the construction cost of each residential unit must be spent on landscaping material which shall be used to purchase trees and new plant material to be planted at the front of each residence. This planting expense shall not include the cost of floritam sod or irrigation system, both of which are required.

(e) 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. All Lots that have lot frontage on a lake must sod and irrigate down to the existing waterline with floritam sod. Each residence shall have an automatic sprinkler irrigation system with automatic timers for the proper maintenance and watering of all shrubs and landscaping including areas in right-of-ways and easement areas adjacent to each Lot.

(f) A typical planting plan for the purpose of a uniform streetscape shall be followed as part of any landscape plan. This streetscape shall require the planting of two (2) of the Live Oak trees on 50' centers 10' from the back of the sidewalk.

(g) Front planting beds shall consist of shrubs and ground covers. Minimum coverage shall consist of a 5' wide planting bed times the length of the house which will equal the minimum square footage of the front yard planting beds. Example: Front dimension of the house: 60' x 5' = 300 sq. ft. of planting bed area in the front set back area.

(h) Side planting beds shall consist of shrubs and ground covers. Minimum coverage shall consist of a 3' wide bed starting at the front setback running fifty (50%) percent of the length of each side of the house. (Detail sketch to be provided by Developer).

(i) 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).

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

(k) The landscape berm identified as Parcel B-11 on the final recorded plat of Waterstone subdivision will be conveyed to and maintained by the Association unless the maintenance responsibility is transferred to a CDD lawfully established pursuant to Chapter 190 F.S. If the Association is responsible for maintenance of the landscape berm it shall be required to maintain such landscape berm to the following standard:

All of the planting in the landscape buffer shall be maintained or replaced as necessary to provide a visual or substantially opaque screen not less than 12' in height, all in accordance with the approved landscape plan as approved by the County which landscape plan is attached hereto as Exhibit "B". The Association shall be responsible to replace, repair or upgrade the landscaping located within the subdivision boundary so that it conforms to the approved landscape plans should it be damaged or destroyed by natural or man-made causes. The plantings will provide a substantially opaque visual screen from the adjoining properties when the plantings reach maturity.

Section 6. 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.

Section 7. 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.

Section 8. 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.

Section 9. 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.

Section 10. Dwelling Restriction. Any home built on Lots 29-31, 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.

Section 11. 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'
	-	10' - corner (street side)
Rear	-	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.

Section 12. 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.

ARTICLE III
GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Prohibition.

No residential dwelling, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Lots or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration or applicable governmental regulations, as same may exist or be changed from time to time. All such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Committee and governmental building code requirements.

Section 2. Only Residential Purposes.

No Lot shall be used in whole or in part for anything other than residential purposes, except for model residential dwelling units which may be maintained by the builder or developer only for purposes of the sale of residential dwellings within the subdivision, and except such construction and sales trailers as may be permitted by Developer and any applicable governmental entity. Other than conducting the sale of residential dwellings, no trade, traffic of business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use shall be engaged in or carried on within the subdivision or any part thereof; nor any other activities which may be or which may become an annoyance or a nuisance to any Lot, Owner or property adjacent to the subdivision.

Section 3. Single-Family Residential Use.

No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling, or townhouses, town homes or villas consisting of not more than six (6) Units per townhouse, townhome or villa, nor may any dwelling be occupied by more than one family. No two (2) adjoining single-family residential dwellings shall have the same front architectural elevation.

Section 4. Subdivision.

No Lot shall be subdivided or split by any means whatsoever into any greater number of residential lots nor into any residential plat or plats of smaller size.

Section 5. Occupancy Before Completion.

No building or structure upon the Lots shall be occupied until the same is approved for by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants and restrictions.

Section 6. Maintenance and Repair.

All improvements placed or maintained on a Lot shall at all times be maintained in good condition and repair.

Section 7. 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 of time to complete said construction or may grant an extension of said eight (8) month period.

Section 8. No Temporary Buildings.

No tent, shack, trailer, house trailer, garage, or other space shall at any time be used on any Lot as a residence temporarily or permanently. No building or dwelling of a temporary character shall be permitted, except that buildings necessary for construction or sales taking place in the Subdivision and not intended to be used for living accommodations may be erected and maintained only during the course of construction and sales and after receipt of written approval from the declarant.

Section 9. Ground Maintenance.

(a) Grass, hedges, shrubs, vines, trees, and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants, which die, shall be promptly removed and replaced.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind what so ever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Subdivision or to the occupants of any property in the vicinity.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used for the construction of buildings or structures upon the Lot on which the material is stored.

(d) All Lot Owners owning Lots adjoining Common Areas shall be required to install grass or to landscape to the edge of the water or vegetation located in that Common Area, and to maintain such grass or landscaping, regardless of where the exact boundary line lies between the Lot and the Common Area.

(e) All sprinkler and irrigation systems are to be maintained in good working order at all times and provide regular daily and weekly irrigation to maintain grass, hedges, shrubs, trees, vines and mass plantings on each Lot.

Section 10. Fences, Walls, Hedges, Mass Planting of Any Type.

(a) 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.

(b) 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.

(c) 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 corner 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.

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

- i) No fence may exceed four (4') feet in height along the rear property line;
- ii) 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);
- iii) 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.
- iv) 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.
- v) 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.

(e) 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.

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

(g) 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.

Section 11. Animals, Birds and Fowl.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennel or other commercial animal operation shall be maintained on

any Lot. No pet shall be allowed to run loose and uncontrolled within the Subdivision. All pets shall be maintained in a quiet and orderly fashion so as not to disturb other Lot Owners. Pet Owners shall comply with all governmental regulations concerning the proper care, maintenance, licensing, and control of their individual pets.

Section 12. Laundry.

No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.

Nothing contained in these deed restrictions shall be in conflict with Florida Statutes 163.04 Renewable Energy Sources.

Section 13. Exterior Light Fixtures.

No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that is an annoyance or a nuisance to the residents of adjacent Lot or Lots.

Section 14. Parking. The parking of commercial vehicles, which description shall include trucks (larger than a pick-up truck), tractor-trailers, semi-trailers, and commercial trailers, at any time on driveways, otherwise on said premises, on common areas, or on the public streets of said subdivision, is prohibited except for loading and unloading purposes or when parked entirely within a closed garage permitted to be built under the provisions of these restrictions. Boats, watercraft, campers, travel trailers and similar recreational vehicles may only be placed and kept or stored upon a Lot containing a residence, placed no further forward than ten (10') feet behind the front building line of the residence, with landscape or with six (6') foot fence screening so as to make same not visible from the street (including side street in the case of a corner Lot or adjoining Lot), or in a closed garage. Inoperable vehicles or vehicles under repair may only be placed and kept on a Lot in a closed garage.

Section 15. Drainage Easements, Easements and Common Areas.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may otherwise disturb the surface water or stormwater system. It is important that the banks, swales and drainage areas located within the Subdivision remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales, banks lie within a Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which is located on or adjoins said Owner's Lot. Lot swales/berms which are required to be located on certain Lots in the Subdivision, pursuant to the Subdivision construction plans and the South Florida Water Management District permit, shall be constructed, maintained and repaired by the respective Lot Owners in accordance with said plans and permit. The initial construction of the Lot swales/berms shall be completed prior to the issuance of a certificate of occupancy for any residence to be constructed on said Lot; provided, however, initial construction of said berms and swales must be completed no later than the mandatory completion date established pursuant to the South Florida Water Management District permit, even if a residence has not been constructed on the Lot(s).

(b) All Lot Owners that adjoin a Common Area shall assist the Master Association, Sub-Association and/or the Community Development District in maintaining that Common Area. No Lot Owner shall disturb or damage any wetland plantings any conservation area, upland buffer or any Common Areas. In the event an Owner does damage wetland plants or Common Areas, the Owner shall be responsible for the replacement and replanting of all damaged or destroyed plants and restoration of disturbed areas within thirty (30) days of written notification by the Declarant, Master Association, Sub-Association or Community Development District. 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.

(c) Easements for ingress, egress and access are hereby reserved in favor of the Developer, the Master Association, the Sub-Association and/or the Community Development District over and across the platted utility and drainage easements encumbering all Lots adjacent to Common Areas for the purpose of access to said Common Areas for repair and maintenance. The Developer, Master Association, Sub-Association or Community Development District may, without incurring any liability to the Lot Owner for trespass or damages, remove any impediments to these access rights, and may levy a special assessment as provided in Article V for the cost of such removal.

Section 16. Upland Conservation and Preservation Easement Area. For the protection of the wetlands, a minimum fifteen (15') foot upland preservation easement has been created adjacent to each wetland area. The minimum fifteen (15') foot upland preservation area is located along the wetland boundaries throughout the Subdivision. These areas are to remain completely undisturbed during the construction and occupancy of any residence. The upland conservation and preservation easement is to remain in its natural state and shall not be cleared, filled or disturbed in any way. Each Lot Owner is responsible, pursuant to the South Florida Water Management District Permit for the protection of this upland conservation and preservation easement area. Each individual Lot Owner will also be responsible for any penalties, fines or restoration that may be required by the South Florida Water Management District in the event that the upland conservation and preservation easement area is cleared, disturbed or otherwise damaged in anyway by Owner(s) (or his/her contractors, agents or invitees), necessitating enforcement action by the South Florida Water Management District, the Master Homeowners Association, a Sub-Association or Community Development District. In the event these areas are disturbed or damaged, the owner of the Lot adjacent to the area shall be responsible for the replacement and replanting of all damaged or destroyed plants necessary to satisfy the South Florida Water Management District that the restoration of the disturbed area is consistent with its permit requirements. In the event an Owner does damage the upland buffer or wetland, the Owner shall be responsible for the replacement and replanting of all damaged or destroyed plants and restoration of disturbed areas within thirty (30) days of written notification by the Declarant, the Master Homeowners Association, Sub-association or Community Development District. The Owner of any Lot (or his/her contractors, agents or invitees) that has been damaged or cleared, and fails to restore said Lot damaged by the Owner (or his/her 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 assessment as set forth herein.

Section 17. Excavations.

No excavations for stone, gravel, dirt or earth shall be made on any portion of the Properties; except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances. The plans and specifications for such excavations must be approved by the Committee in writing prior to construction.

Section 18. Signs.

Except for signs permitted by the Declarant and except for signs utilized by the Developer and Builders to advertise the sale of lots or dwelling units for sale and except as otherwise permitted by the Master Association and/or Sub-Association's Board of Directors, no sign of any character shall be displayed or placed upon any Lot or living unit except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed. Said signs shall not exceed the normal and customary standard size for the local Real Estate Industry, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot or living unit, and displayed only upon the Lot sought to be rented or sold. No signs may be attached in any manner to a tree.

Section 19. Refuse.

No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. Unless otherwise approved by the Committee.

Section 20. Nuisances.

No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 21. Preservation of Common Areas.

No person shall reconstruct, damage or destroy, clear, open, reduce, remove, alter, modify or install any thing or improvement within, over or upon any common area, easement or preservation area without first obtaining written approval from the Master Homeowners Association, Sub-Association and/or the Community Development District. No construction or excavation in the proximity of any preservation area, canal, bank slope or swale, shall be permitted which may substantially impair the stability of the character or drainage in said area.

Section 22. Wells.

No water wells shall be dug on any Lot or on the Properties except for purposes of irrigation of landscaping.

Section 23. Open Burning.

- (b) Open burning to reduce solid waste on any Lot is not permitted.

Section 24. 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. Access to a pool from the boundaries of the Lot must be controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Committee. Swimming pools shall be only in-ground type and shall be constructed of fiberglass, concrete, or concrete materials. The pool deck shall be no higher than two (2") inches below the grade level of the first floor house pad.

Section 25. Right to Inspect.

The Master Association and/or Sub-Association's Board of Directors may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 26. Antennae, Aerials and Satellite Dishes.

The Federal Communications Commission has published rules which govern the right of homeowners to receive programming from direct broadcast satellites (DBS), multi-channel, multi-point distribution (wireless cable) service (MMDS) and television broadcast stations (TVBS). The Association is prohibited from the following:

- (a) Restrictions that impair the installation, maintenance or use of antennae to receive video programming as well as satellite dishes which are less than thirty-nine (39) inches in diameter.
- (b) Restrictions that unreasonably delay or prevent, or unreasonably increase the cost of, the installation, maintenance or use of such antennae, or which preclude the reception of an acceptable quality signal.

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.

Section 27. Games and Play Apparatus.

All games and play apparatus remaining outdoors for more than three (3) days shall be located at the rear or side of the dwelling, so as not to be visible from any street. The Committee may make exceptions and permit basketball backboards or similar play apparatus that is visible from the street. Any permitted basketball standards must be in writing by the Committee and shall be constructed of uniform black enamel pole and white backboard and shall be a minimum of 25' from any public street.

Section 28. Oil and Mining Operations.

No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 29. Water Supply.

No individual water supply systems for drinking purposes or household use shall be permitted on any Lot unless approved by the Committee. This provision, however, shall not preclude the installation of any individual water systems for irrigation purposes, provided that such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the applicable governmental agencies.

Section 30. Sewage Disposal.

No individual sewage disposal systems shall be permitted on any Lot.

Section 31. Air Conditioning.

No window or wall air conditioning units shall be permitted in any improvements located within the Subdivision. All air conditioning units shall be placed no further forward than 10 feet behind the front building line of the residence with landscape or fence screening so as to make same not visible from the street (including side street in the case of a corner lot).

Section 32. Tanks.

No permanent above ground oil tanks or bottled gas tanks may be placed on Lots containing residences.

ARTICLE IV
PROPERTY RIGHTS AND REQUIREMENTS

Section 1. Owner's Easements of Enjoyment.

Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) That the Conservation Easement Areas be left in their natural condition as set forth herein.

(b) The stormwater maintenance system as permitted by South Florida Water Management District may not be altered or changed without the prior approval of South Florida Water Management District, and shall be maintained by the Master Homeowners Association or the Community Development District.

(c) The landscape easements and tracts as noted on the Final Plat shall be maintained by the Community Development District, unless designated to be maintained by the Master Homeowners Association or a Sub-Association.

Section 2. Owner's Use of Lot.

An Owner's use of his or her Lot or Unit shall be limited to residential purposes, but nothing herein shall be deemed to prevent an Owner from leasing his or her residence to a single family for the purpose of a residence, subject to these covenants and restrictions. The following provisions shall also apply to Owners leasing their Lot or Unit:

- A. Owners would be prohibited from entering into any leases for an initial term of less than twelve (12) months.
- B. No time share plans are permitted on the property.
- C. Any Owner who chooses to lease their residence or Unit must first complete and submit a lease application along with the form of lease (which must include an executed covenant by the tenant to abide by all subdivision covenants, restrictions, rules and regulations) to the Homeowners Association for approval. The Owner will be charged a fee of \$100.00 per application. Each application must be signed and include an acknowledgment by tenant that they have been provided with a copy of the restrictive covenants;
- D. Leasing restrictions will be enforceable by the Homeowners Association on any Lot or Unit Owner and tenant on property within the subdivision. If the tenant violates other restrictive covenants, the Homeowners Association can enforce against both the Lot or Unit Owner and the tenant, including imposing a fine if necessary.
- E. All Owners leasing or renting their Lots, Units or homes shall be required to incorporate the following provision in their lease or rental agreements, substantially in the following form:

The Lease Premises are a part of a Subdivision. All persons occupying property in Waterstone are required to observe the Covenants and Restrictions of the Waterstone Homeowners Association of St. Lucie, Inc. Copies of all Covenants and Restrictions are to be obtained from the Landlord prior to occupancy.

Section 3. Notice of Conveyance.

Any time an Owner conveys his Lot or Unit, he/she and the transferee shall be jointly obligated to notify the Association of the transferee's name, mailing address and date of transfer. A notice will be provided by the Association upon the transfer of any Lot or Unit providing the current written status of the Association dues.

Section 4. Others' Use.

Any Owner may share his or her right of enjoyment to the Common Area and facilities with the members of his/her family, his/her tenants, or visiting guests so long as same observe and abide by these covenants and restrictions.

Section 5. Damage by Lot Owners including Builders.

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, right-of-ways, 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.

Section 6. Motor Boat Use Restriction.

No man-powered, wind propelled, gas propelled or electric operated boats may be used on any lakes or retention areas situated in the Subdivision. No such vessels nor any other vessels may be used in wetland areas within the Conservation Easement Areas.

Section 7. Maintenance of Drainage System and Conservation Area. The Master Homeowners Association and/or the Community Development District shall be responsible for the perpetual maintenance, operation, and repair of such portions of the Drainage System and Conservation Area as are located on Common Areas, including Drainage System, Wetland Conservation Area, Upland Conservation Area or mitigation area. Maintenance means the exercise of practices that allow the system to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by the SFWMD. Any repair or reconstruction of the Drainage System shall be as permitted or, if modified, as approved by the SFWMD. In the event the Community Development District is dissolved the Drainage System and Conservation Area shall be conveyed to an appropriate agency of local government.

In the event that wetland monitoring is required by the SFWMD for the Conservation Area or any environmental mitigation area located on the Common Area, the Master Homeowners Association or the Community Development District will be responsible to carry out this obligation and to complete the task successfully, including meeting all conditions associated with mitigation maintenance and monitoring as set forth in the SFWMD Permit. The Master Homeowners Association President or the Community Development District Manager or Engineer shall maintain copies of the SFWMD Permit as well as all further permitting actions for the benefit of the Master Homeowners Association.

All owners are hereby notified that their Lots may contain or be adjacent to a wetland preservation or mitigation area and upland buffer which is protected under a conservation easement. The Community Development District and/or the Master Homeowners Association shall take action against Owners as necessary to enforce the conditions of the conservation easement and the SFWMD Permit.

Wetlands and upland buffers may not be altered from their natural/permitted condition with the exception of: exotic or nuisance vegetation removal, or restoration in accordance with the restoration plan included in the conservation easement. Exotic vegetation may include, but is not limited to, melaleuca, Brazilian pepper, Australian pine, and Japanese climbing fern or any other species currently listed by the Florida Exotic Pest Plant Council.

Nuisance vegetation may include cattails, primrose willow, grapevine and torpedo grass.

The Master Homeowners Association or the Community Development District shall be responsible for the perpetual maintenance of any signage required by the SFWMD Permit.

The Master Homeowners Association or the Community Development District's obligation for perpetual maintenance of the Conservation Area and Drainage System will be funded through Common Assessments or any other lawful means.

The following restrictions shall apply to use of the conservation area:

THE CONSERVATION AREAS ARE HEREBY DEDICATED AS COMMON AREAS, THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE MASTER HOMEOWNERS ASSOCIATION OR THE COMMUNITY DEVELOPMENT DISTRICT AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE; FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

The Conservation Easement Areas shall and are hereby declared to be subject to a Deed of Conservation Easement pursuant to Section 704.06, Florida Statutes, in favor of the South Florida Water Management District ("District"), its successors or assigns, for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this, all of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the South Florida Water Management District, to wit:

- (a) The construction or placing of buildings, roads, signs, billboards or any other advertising, utilities, or any other structures and improvements on or above the ground; and
- (b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste, or unsightly or offensive materials; and
- (c) The removal or destruction of trees, shrubs, or other vegetation from the Conservation Easement Areas; and
- (d) The excavation, dredging, or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas; and
- (e) Any use which would be detrimental to the retention of the Conservation Easement Areas in their natural condition; and
- (f) Any use which would be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and
- (g) Acts or uses detrimental to such retention of land or water areas, and
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

The Conservation Easement Areas hereby created and declared shall be perpetual.

The Developer, its successors and assigns, the Master Homeowners Association, its successors and assigns, the Community Development District and the South Florida Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Developer, its successors and assigns, the Master Homeowners Association, its successors and assigns, the Community Development District, and all subsequent owners of any land upon which there is located any Conservation Easement shall be responsible for the periodic removal of trash and other debris which may accumulate on such Easement Parcel.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this Section may be enforced by the South Florida Water Management District or its successor agency by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Conservation Easement Area restriction may not be amended without prior approval from the South Florida Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon, and shall inure to the benefit of the Developer, the Master Homeowners Association or the Community Development District, and to their successors and assigns. Upon conveyance by the Developer to third parties (including the Community Development District) of any land affected by this easement, the Developer shall have no further liability or responsibility hereunder, provided the deed restriction covering the Conservation Easement Areas is properly recorded.

The Builder and Developer have constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each Lot Owner, including Builders, shall be responsible for the maintenance, operation and repair of the swales or berms on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the South Florida Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

The South Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 10. Maintenance of Drainage Easements.

It shall be the duty of the Master Homeowners Association or the Community Development District to maintain the drainage easements if said duty is not assumed by any general purpose governmental agency pursuant to any dedication agreement or is not imposed on a Lot Owner. Said duty shall include the obligation to cut grass, cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar actions reasonably necessary to maintain reasonable standards of health, safety and appearance. Drainage flow shall not be obstructed or diverted from drainage easements. Developer may but shall not be required to add drainage for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance and may charge the association for these costs; provided, however, any maintenance, clearing, grading or cutting of drainways must be as permitted, or as approved by South Florida Water Management District and St. Lucie County pursuant to a permit modification.

Section 11. Maintenance and Operation of Common Areas.

The Master Homeowners Association, its successors and/or assigns shall be responsible for the maintenance, operation and repair of any recreational facilities if constructed that are not under the control and operation of a Sub-Association. The Master Homeowners Association, its successors and/or assigns shall maintain

the recreation area under its direct control to a reasonable standard for the health, safety and attractive appearance for the residents. The Master Homeowners Association, its successors and/or assigns, may repair, reconstruct or modify the recreational facilities. The Master Homeowners Association, its successors and/or assigns, may establish rules of operation governing the use of this facility. These rules shall be posted at the recreational facility and shall be given to each resident including any modifications or amendments thereof. Each member of the Master Homeowners Association agrees to abide by the rules of operation governing the recreational facilities and may be restricted from the use of these facilities for violations thereof. The Master Homeowners Association, its successors and/or assigns, shall be responsible for carrying general liability insurance covering the use of the recreational facility and other common areas within the subdivision owned by the Master Homeowners Association, its successors and/or assigns.

Section 12. Maintenance and Operation of Recreational Facilities.

The Master Association, its successors and/or assigns, or a Sub-Association shall be responsible for the maintenance, operation and repair of any recreational facilities if constructed that are under its control and are restricted for the use of the Owners or that section or division of Lots that are part of a Sub-Association. The Master Homeowners Association, its successors and/or assigns or Sub-Association shall maintain the recreation area to a reasonable standard for the health, safety and attractive appearance for the residents of the Sub-Association. The Master Association, its successors and/or assigns, or Sub-Association may repair, reconstruct or modify the recreational facilities to meet the needs and expectations of the Owners or the members of the Master Association, its successors and/or assigns, or Sub-Association. Access to and use of any recreational tract, if created, may be denied to the general public and is intended for the private use of the members of the Sub-Association and their invited guests. The Master Association, its successors and/or assigns, or Sub-Association may establish rules of operation governing the use of this facility. These rules shall be posted at the recreational facility and shall be given to each resident including any modifications or amendments thereof. Each Owner member of the Sub-Association agrees to abide by the rules of operation governing the recreational facilities and may be restricted from the use of these facilities for violations thereof. The Master Association, its successors and/or assigns, or Sub-Association shall be responsible for carrying general liability insurance covering the members of the Master Association or Sub-Association for the use of the recreational facility and other common areas within the section or division of the Subdivision.

Section 13. Maintenance of Roads and Streets:

All or a portion of the roads and streets within the boundaries of the Subdivision, may be private in nature and not dedicated to the public. The access to these roads and streets may be restricted from access to the general public at the general point of access located within a Tract. The Master Homeowners Association, its successors and/or assigns, is responsible for maintaining and insuring all roads, streets, curbs, sidewalks, and drainage in any Tract designated as a private street.

Section 14. Maintenance of a General Liability Insurance Policy for Master Association Property.

The Master Homeowners Association, its successors and/or assigns, shall be responsible for the issuance and maintenance of a general liability insurance policy covering all of the Master Homeowners Association subdivision improvements located in Waterstone. This liability policy will cover all of the improvements that are the property of the Master Association, its successors and/or assigns, and general liability regarding their use. In addition, the Master Homeowners Association, its successors and/or assigns, shall maintain an Officers and Directors policy for those members of the Master Association who are members of the Board of Directors. Such policy shall be reviewed on an annual basis to assure that they meet current governmental rules and standards, and generally acceptable insurance practices. At no time shall coverage be less than a one million dollar general liability policy. The insurance must be purchased from an insurance company that is certified to do business in the State of Florida and is in good standing with the Department of Insurance.

Section 15. Maintenance of General Liability Insurance Policy for Sub-Association Property.

The Sub-Association shall be responsible for the issuance and maintenance of a general liability insurance policy covering all of the Sub-Association subdivision improvements located in Waterstone. This liability policy will cover all of the improvements that are the property of the Sub-Association and general liability regarding their use. The Sub-Association shall maintain general liability insurance coverage for, but not limited to, the entrance gate, private streets and recreation facilities (if constructed). In addition, the Sub-Association shall maintain an Officers and Directors policy for those members of the Sub-Association who are members of the Board of Directors. Such policy shall be reviewed on an annual basis to assure that they meet current governmental rules and standards, and generally acceptable insurance practices. At no time shall coverage be less than a one million dollar general liability policy. The insurance must be purchased from an insurance company that is certified to do business in the State of Florida and is in good standing with the Department of Insurance.

ARTICLE V COVENANT FOR ASSESSMENTS

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 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. The Developers payment for expenses in excess of assessments may be in the form of a loan to the Association from the Developer for the payment of those current expenses.

(b) Both annual and special assessments must be fixed at a uniform rate per Lot or Unit subject to any assessments and may be collected monthly, quarterly or annually as determined by the Board of Directors. As to any individual Lot or Unit or Lot or Unit Owner who has not paid an assessment when due or is in violation of these Covenants and Restrictions, however, the amount of the assessment outstanding shall be increased by interest, late charges, costs, fines, damages and attorneys fees, as referenced throughout this Declaration.

Section 2. Annual Assessments.

The Master Homeowners Association and each Sub-Association shall fix the amount and the due date of its annual assessment. Initially, annual assessments shall be payable in one annual installment, payable when the Owner takes title and prorated from that date to the end of the fiscal year. The title company shall forward the proceeds of the prorated annual assessment to the Association and the Sub-Association. Each applicable Association shall notify the Owners of each Lot or Unit of the amount, the date on which the assessments are payable, and the place of payment.

Assessments shall also be used for the Association management fees and maintenance or repair of the Master Association or Sub-Association improvements or property.

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. Builders may become liable for annual or special assessments prior to receiving conveyance of a Lot, as may be provided by contract between Developer and the Builders.

Section 4. Special Assessments.

The Master Homeowners Association and/or each Sub-Association may levy a special assessment to pay in whole or in part for the cost of any shortfall in the annual budgeted operating revenues, or for any repair or replacement of an existing capital improvement, or for the construction/acquisition of a new capital improvement, without concurrence of the Owners unless the cost of such repair/replacement/acquisition/construction is major. "Major" as referenced herein shall be defined to mean that the amount of the proposed special assessment per Owner, plus any other special assessments levied during that same fiscal year, exceeds fifty (50%) percent of the then current year's annual assessment. Major capital improvements shall require the special assessment to be approved by a majority of the votes needed for a quorum of the total membership vote. The Master Homeowners Association and/or Sub-Association may also levy special assessments without limitation or the concurrence of any Owner to pay for the cost of maintenance or enforcement of covenants and restrictions with regard to specific Lots; any such assessment shall be levied against the Owner of such lot. Special assessments shall be payable at such time and place determined by the Master Homeowners Association and/or Sub-Association and stated in the assessment notice.

Section 5. Maximum Annual Assessment.

Until January 1, 2007, the annual assessment shall be **\$425.00** per Lot. The amount **\$75.00** from the annual assessment of **\$425.00** per Lot shall be set aside in a separate reserve Master Homeowner Association account to be used for future gate maintenance and repair, road maintenance and repair and amenities maintenance and repair.

(a) From and after January 1, 2007, the annual assessment shall be set by the Master Homeowners Association (or Sub-Association with respect to Sub-Association annual assessments), and may be increased each year by up to ten (10%) percent above the maximum allowable assessment for the previous year without a vote of membership. "Maximum allowable assessments" as referred to herein shall be calculated by assuming a cumulative ten (10%) percent increase per year from and after the year 2006.

(b) From and after January 1, 2007, the maximum annual assessment may be increased by more than said ten (10%) percent only by a majority vote of those needed for a quorum of thirty (30%) percent of each class of members who are voting. The vote should be by certified written ballot mailed to each owner thirty (30) days after their receipt of written notification that a vote will be taken on the proposed increase in assessment.

(c) Sub-Association's annual assessments shall be found in a recorded document in the Public Records of St. Lucie County, Florida, and may be amended from time to time.

ARTICLE VI ENFORCEMENT PROVISIONS

Section 1. Creation of Lien for Assessments.

(a) Assessments, including any increases in same due to interest, late charges, costs, fines, damages and attorney fees, shall be a charge upon each Lot and a continuing lien thereon until paid. The lien will become effective from and after recording a Claim of Lien in the Public Records of St. Lucie County, Florida, stating the Lot or Unit description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Master Association and/or Sub-Association have been fully paid and the Master Homeowners Association and/or Sub-Association is hereby authorized to take any and all actions provided in law or equity to collect such sums. Any payment received by the Master Homeowners Association and/or Sub-Association from that payor shall first be applied to any interest accrued, any outstanding penalties and costs, reasonable attorney's fees incurred in collection, and then to the outstanding assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

(b) All Lots and Units shall be sold subject to the terms and provisions of the continuing lien described in this paragraph. The Master Homeowners Association and/or Sub-Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Master Homeowners Association and/or Sub-Association setting forth whether the assessments on a specific Lot or Unit have been paid. A properly executed

Certificate of the Association as to the status of assessments on a Lot is binding upon the Master Homeowners Association and/or Sub-Association as of the date of its issuance.

Section 2. Effect of Non-Payment of Assessment: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall accrue an administrative late charge of \$25.00 or five (5%) percent of the amount due, whichever is greater, plus interest beginning thirty (30) days from the due date at the maximum amount permitted by law until paid. The Master Homeowners Association and/or Sub-Association may bring an action against the Owner of the Lot or Unit personally for payment of the assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. The Master Homeowners Association and/or Sub-Association may waive payment of late charges and interest on any assessment, but may not waive payment of the assessment. In an action to enforce collection of any assessments, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including attorney's fees and costs on appeal.

Section 3. Violation and Enforcement of Restriction and Covenants.

(a) The Master Homeowners Association and/or Sub-Association and each Lot or Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorneys fees including attorneys fees through appellate proceedings.

(b) Upon the finding of a violation, the Master Homeowners Association and/or Sub-Association may issue the Owner of a Lot or Unit a written notice either by certified mail, return receipt requested, or posting a notice on the property. Said notice shall: (i) request that the Owner cure the violation within thirty (30) days of receipt of said notice; (ii) advise the Owner that a fine may be imposed if the violation is not cured within said thirty (30) days of receipt of said notice; (iii) advise the Owner of a hearing to be conducted regarding such violation after at least twenty-one (21) days following Owner's receipt of said written notice of such violation.

(c) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Directors of the Master Homeowners Association and/or Sub-Association who are not officers, directors or employees of the Master Homeowners Association and/or Sub-Association or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The amount of the fine at the time of filing this Declaration is \$50.00 per day, but said amount may be increased from time to time by the Board of Directors without vote of the Master Homeowners Association and/or Sub-Association or amendment to this Declaration.

(d) The Master Homeowners Association and/or Sub-Association shall have the authority but is not obligated to cure any violation through whatever action it deems reasonable and the expenses thereof shall be chargeable to the Owner of the Lot or Lots on which or in connection with the violation has occurred. Said expense shall be payable forthwith and upon demand. In the event the Master Homeowners Association or Sub-Association has expended funds in connection with curing such violation, then and in such event the funds so expended shall become an assessment upon the Lot or Lots enforceable as provided herein for unpaid assessments.

Section 4. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot or Unit shall not affect any assessment lien. However, the sale or transfer of any Lot or Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII
RIGHTS RESERVED BY DEVELOPER

Section 1. Eminent Domain.

If all or part of any Common Area, private right-of-way, or private easement for access, is taken by eminent domain, Developer shall be entitled to the proceeds therefor and no claim shall be made by the Association or any Owner other than Developer for any portion of any award.

Section 2. Easements for Utilities.

The Developer reserves a perpetual easement on, over and under all easements within the Subdivision and Common Areas (including Sub-Association Common Areas) shown on the subdivision plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines, roadways, natural gas, cable television, and other conveniences or utilities. To the extent permitted by law, the Developer may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements. All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer, to be held or else conveyed in Developer's discretion to utility companies, the Community Development District, the Master Homeowners Association, a Sub-Association or appropriate government agency.

Section 3. Drainage.

The Community Development District and/or the Master Homeowners Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Master Homeowners Association and/or the Community Development District shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the South Florida Water Management District permit. Additionally, the Community Development District and/or the Master Homeowners Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the South Florida Water Management District.

Section 4. Maintenance Easement.

The Developer, the Community Development District and/or the Master Homeowners Association reserve an easement within all designated drainage and utility easements in, on, over, and upon each Lot for the sole purpose of preserving, maintaining or improving the Common Areas.

Section 5. Developer Rights Regarding Temporary Structures, Etc.

Developer reserves the right to erect and maintain temporary dwelling, model houses, and/or other structures upon Lots owned by Developer or Developer's assignee and to erect and maintain such commercial and display signs and devices as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of such improvements on the Lots. Nothing contained in these covenants and restrictions shall be construed to restrict the foregoing rights of the Developer.

Section 6. Further Restrictions, Conditions and Dedications.

Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lot in the Subdivision owned by Developer and on the Common Areas, so long as the easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Common Areas.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Severability and Interpretation.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way effect any other provisions hereof, which shall remain in full force and effect. Should any conflict in interpretation arise between the provisions of this Declaration and of the Articles of Incorporation, the provisions of this Declaration shall prevail.

Section 2. Duration, Modification and Amendment.

Except as the same may be changed, modified or amended as provided for hereafter, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty -five (25) years from the date of this Declaration is recorded, at which time they shall be automatically extended for two (2) successive periods of ten (10) years, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements described below.

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.

At any time after the Declarant no longer owns any Lot or Lots within the Subdivision, the covenants, agreements, conditions, reservations, restrictions, and charges created and established herein by the Developer may be waived, abandoned, terminated, modified, altered, or changed upon notice to the Community Development District and all members of the Master Homeowners Association and with the approval of two-thirds (2/3) of the total membership vote. Such action may be taken at any annual or special meeting of the Association or by certified written ballot, so long as written notice of such proposed action or amendment is given thirty (30) days prior to the meeting or scheduled vote. Any such proposed action must be initiated in the same manner as amendments to the By-Laws of the Association. No such waiver, abandonment, termination, modification or alteration shall become effective until a properly executed instrument in writing shall be recorded in the Public Records of St. Lucie County, Florida.

Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the Master Homeowners Association and/or the Community Development District and the South Florida Water Management District.

Section 3. Federal Housing Administration (FHA) or Veterans Administration (VA) Approvals.

So long as there is a Class B membership the following actions shall require the prior approval of the FHA or VA agencies, if applicable: annexation of additional properties outside the boundaries of the Subdivision, dedication of Common Areas to other than the Association, encumbrance of a Common Area, or amendment of this Declaration of the Articles of Incorporation of the Association, provided such approval is not unreasonably withheld by the FHA or VA.

Section 4. Mortgage or Conveyance of Common Areas.

consent of the Lot Owners shall be required to add any lands, improvements or portions of additional property to the jurisdiction or ownership of the Master Homeowners Association or to subject the same to provisions of this Declaration.

Section 6. Expandable Association.

(a) Upon the recordation of this Declaration of Covenants and Restrictions for Waterstone Subdivision, the Master Homeowners Association shall have as members all Owners of Lots or Units in that portion of the Subdivision to which this Declaration has been made applicable, and said portion shall be subject to the jurisdiction of the said Master Homeowners Association, the provisions of this Declaration of Covenants and Restrictions, and the terms of the Articles of Incorporation and By-Laws of the Master Homeowners Association, as amended from time to time.


(b) If the Declarant elects to submit additional phases of the Subdivision to this Declaration and to the jurisdiction of the Master Homeowners Association, the owners of lots and units included therein shall also be Members of the Master Homeowners Association, and shall enjoy the use of and contribute toward the costs of maintenance, repair and operation of the Common Areas on an equal basis with all other Owners.

(c) Any additions of portions of the Subdivision which Declarant elects to submit to this Declaration shall be made by filing of record a supplementary declaration of covenants and restrictions with respect to the additional property, which if applicable shall extend these covenants and restrictions to such property, and provided if applicable, that the FHA and VA have determined that the annexation is in accord with the general plan heretofore approved by them.

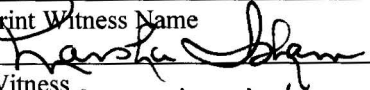
(d) Such supplementary declaration may contain such complementary additions, deletions, changes to this Declaration as may be required to reflect the different character, if any, of the added properties. In no event, however, shall such supplementary declaration revoke, or otherwise modify the covenants and restrictions established by this Declaration upon the existing subject properties unless properly amended in accordance with the amendment procedures set forth herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the date first set forth hereinabove.

Signed, sealed and delivered in the presence of:



 Witness **Stacy Hale**

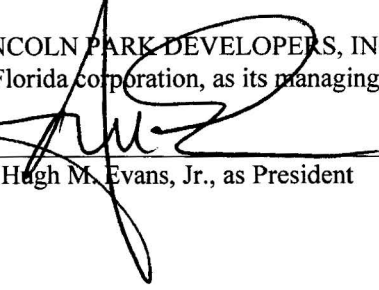
 Print Witness Name


 Witness
Marsha Isham

 Print Witness Name

PORT RICHEY VILLAGE INVESTMENTS, LLC,
a Florida limited liability company

BY: LINCOLN PARK DEVELOPERS, INC.,
A Florida corporation, as its managing member

BY: 

 Hugh M. Evans, Jr., as President

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared HUGH M. EVANS, JR., as a President of LINCOLN PARK DEVELOPERS, INC., a Florida corporation, as managing member of PORT RICHEY VILLAGE INVESTMENTS, LLC, a Florida limited liability company, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 26th day of April, 2006.

Stacy Hale
Notary Public
My Commission Expires:

STACY HALE
Notary Public, State of Florida
My comm. exp. June 11, 2006
Comm. No. DD 124556

Exhibit "A"

PARCEL 1:

The North 1/2 of the NW 1/4 of Section 14, Township 34 South, Range 39 East, St. Lucie County, Florida, Less and except the South 50 acres thereof, and less and except the East 80 feet and the West 95 feet thereof for road and canal rights of way.

PARCEL 2:

The SW 1/4 of Section 11, Township 34 South, Range 39 East, St. Lucie County, Florida, less and except the East 80 feet and the West 95 feet thereof for road and canal rights of way.

PARCEL 3:

The South 50 acres of the North 1/2 of the NW 1/4 of Section 14, Township 34 South, Range 39 East, St. Lucie County, Florida, less and except the East 80 feet and the West 95 feet thereof for road and canal rights of way.

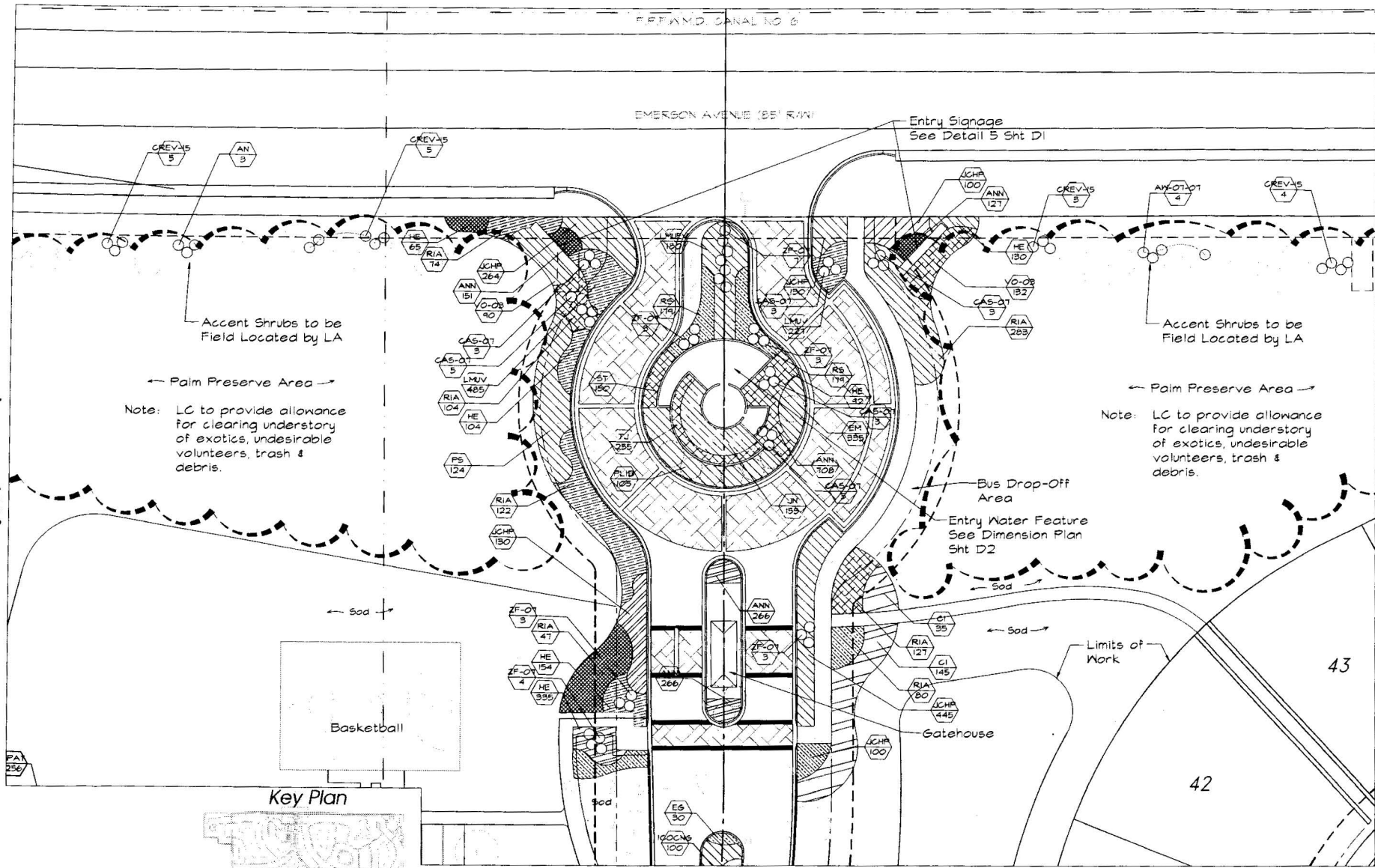
PARCEL 4:

The N1/2 of the N1/2 of the SW1/4 of the NW1/4 and the N 1/2 of the N1/2 of the SE1/4 of the NW1/4 and the S1/2 of the NW1/4 of the SW1/4 of the NW1/4 of Section 14, Township 34 South, Range 39 East; said land lying and being in St. Lucie County, Florida,

less and excepting therefrom the following described property

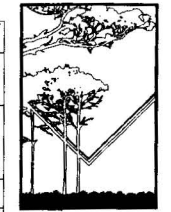
The East 1780 feet of that portion of the N1/2 of the N1/2 of the SW1/4 of the NW1/4; and the N1/2 of the N1/2 of the SE1/4 of the NW1/4; and the S1/2 of the NW1/4 of the SW1/4 of the NW1/4 of Section 14, Township 34 South, Range 39 East, St. Lucie County, Florida, lying West of the Fort Pierce Farms Water Management District Canal Number 5, the said East 1780 feet being measured along the North and South lines of the above described parcel.

EXHIBIT "B"



Entry Shrub Landscape Plan

Scale 1"=20'

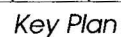


HOUSTON CUOZZO GROUP, INC.
735 COLORADO AVE., SUITE 1
STUART, FLORIDA 34994
(772) 221-2128
FAX (772) 221-0788

Waterstone
St. Lucie County
Master Landscape Plan
Florida

Job No.	4262
Drawn By	MMH
Checked By	MMH
Approved By	MMH
Submitted Date	
Owner's Review	4-08-06
Bid Set	11-21-06
Revision Dates	

LAS 1 of 13



Scale 1"=20'

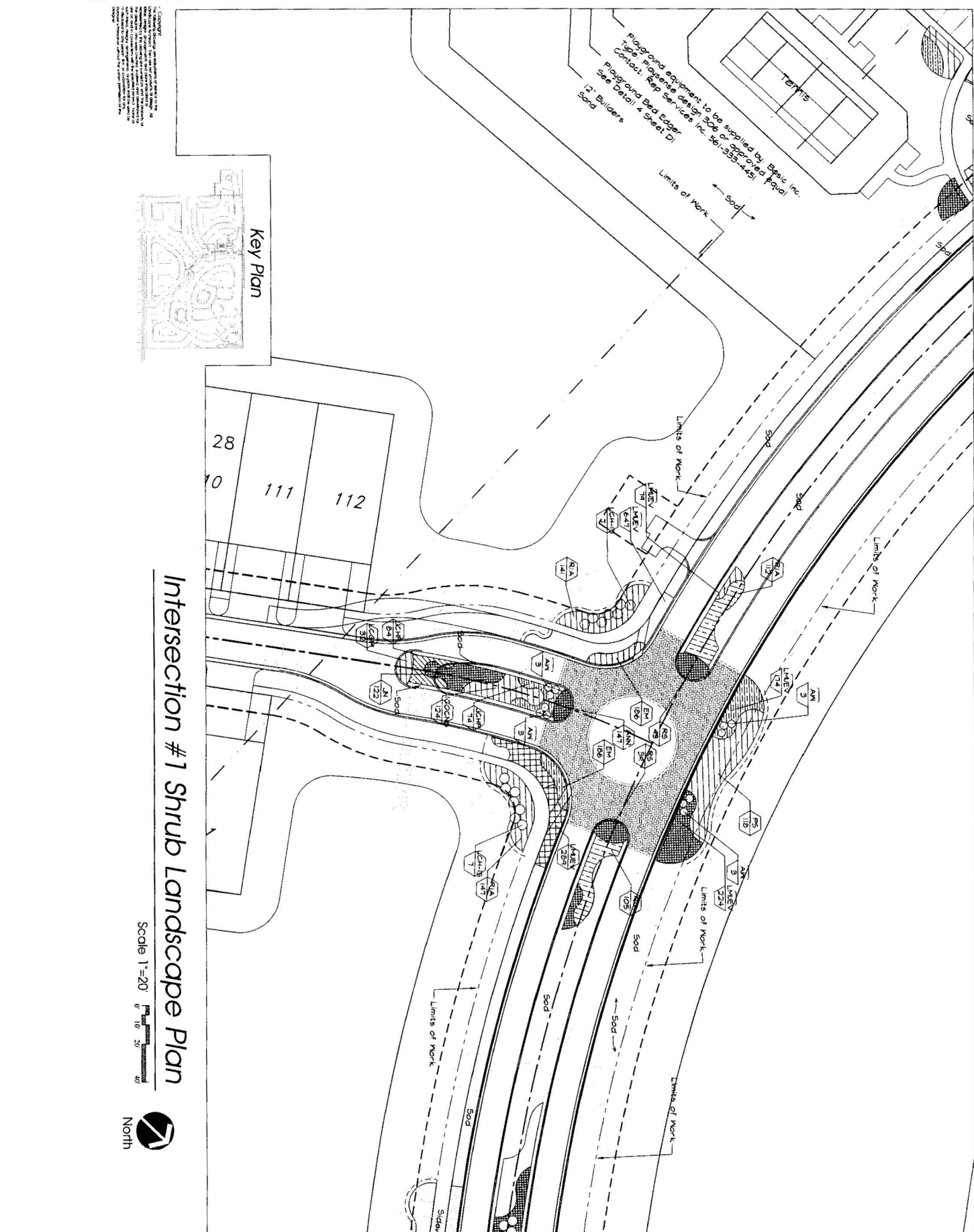


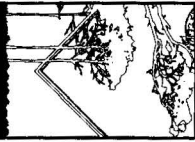
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Waterstone
St. Lucie County
Master Landscape Plan

Job No. 4062
 Drawn By MPH
 Checked By MPH
 Approved By MPH
 Submittal Dates _____
 Owner's Review 9-08-05
Bid Set 11-21-05
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LAS 2 of 13





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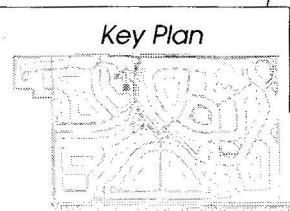
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By Set	10-21-05

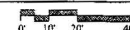
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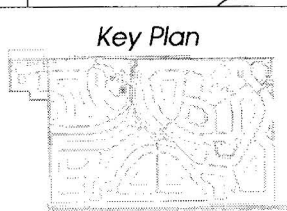
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Emerson Road Shrub Landscape Plan

Scale 1"=20'



North



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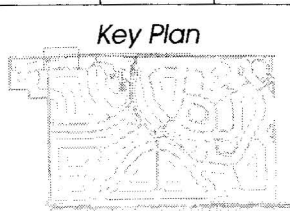
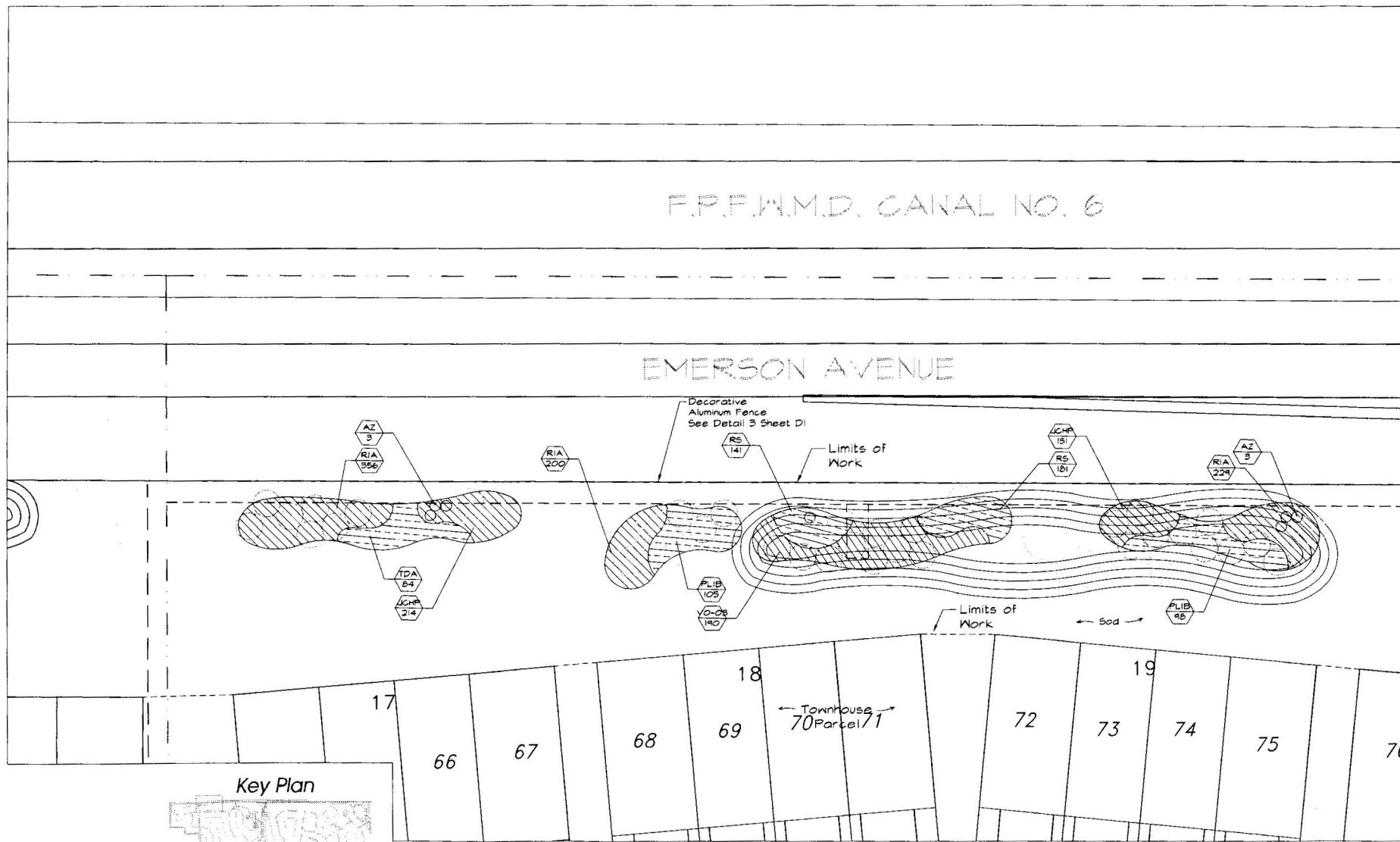
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Job No. 4062
Drawn By HMM
Checked By HPH
Approved By MH
Submittal Dates
Owner's Review 9-08-05
Bid Set 11-21-05

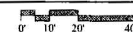
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LAS 6 of 13



Emerson Road Shrub Landscape Plan

Scale 1"=20'



North



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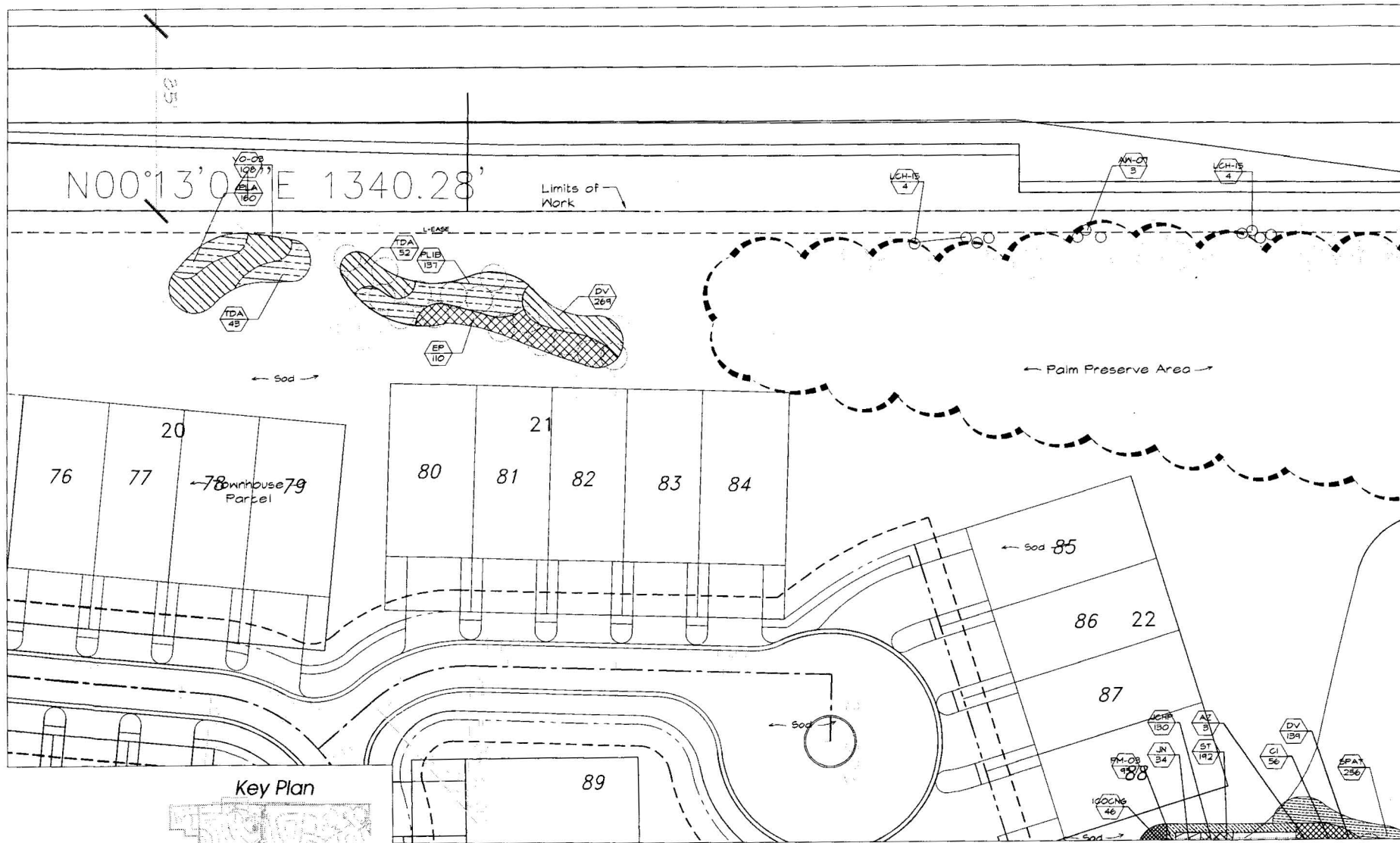
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Job No. 4062
Drawn By: HPH
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Approved By: MH
Submit Date: 11-08-08
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Scale 1"=20'



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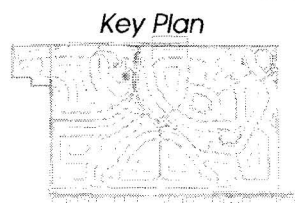
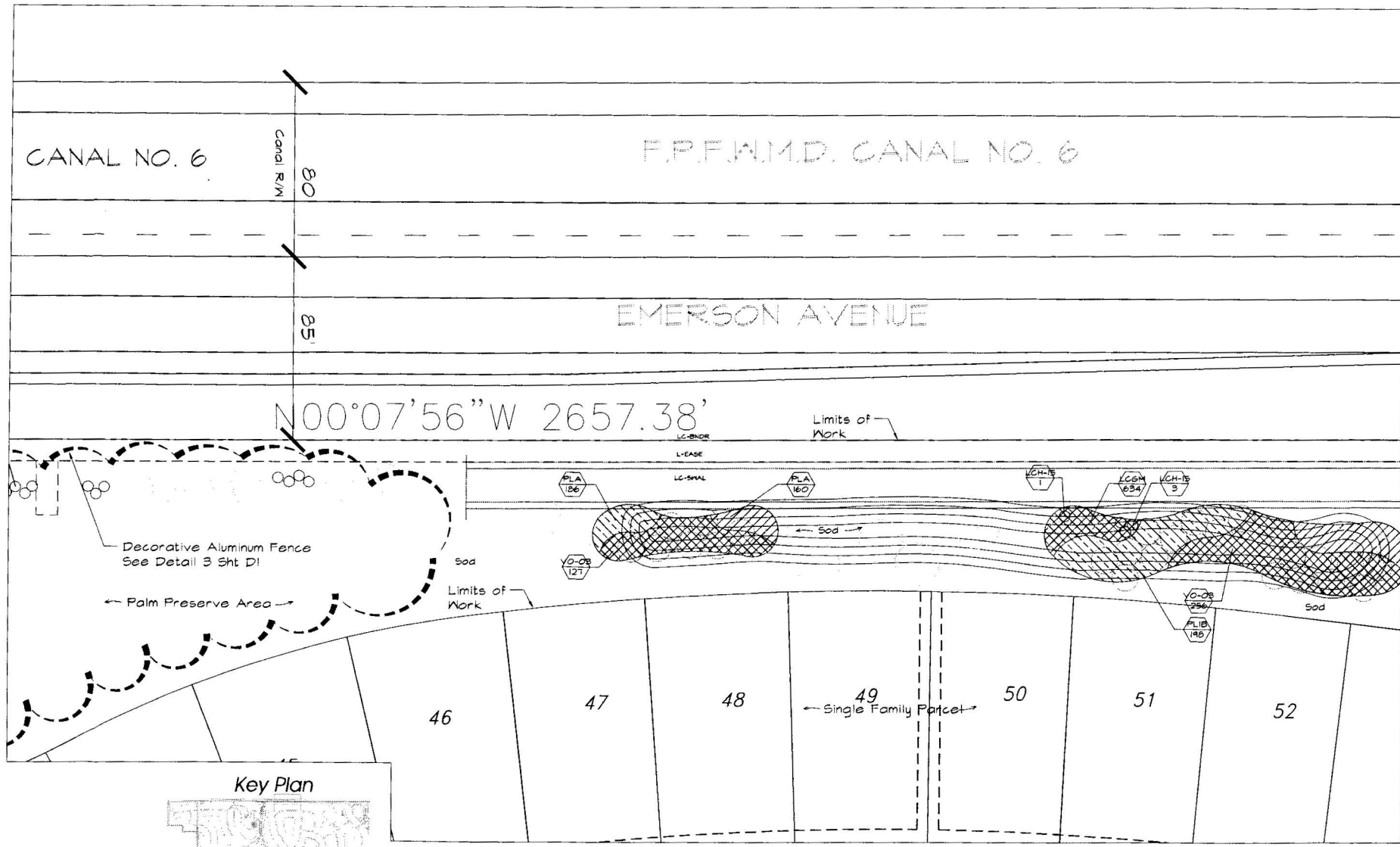


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Job No.	4062
Drawn By	HPH
Checked By	HPH
Approved By	HPH
Submittal Date	11-08-08
Owner's Review	11-08-08
Bid Set	11-21-08
Revision Dates	

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Emerson Road Shrub Landscape Plan

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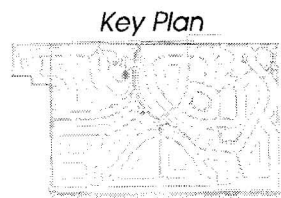
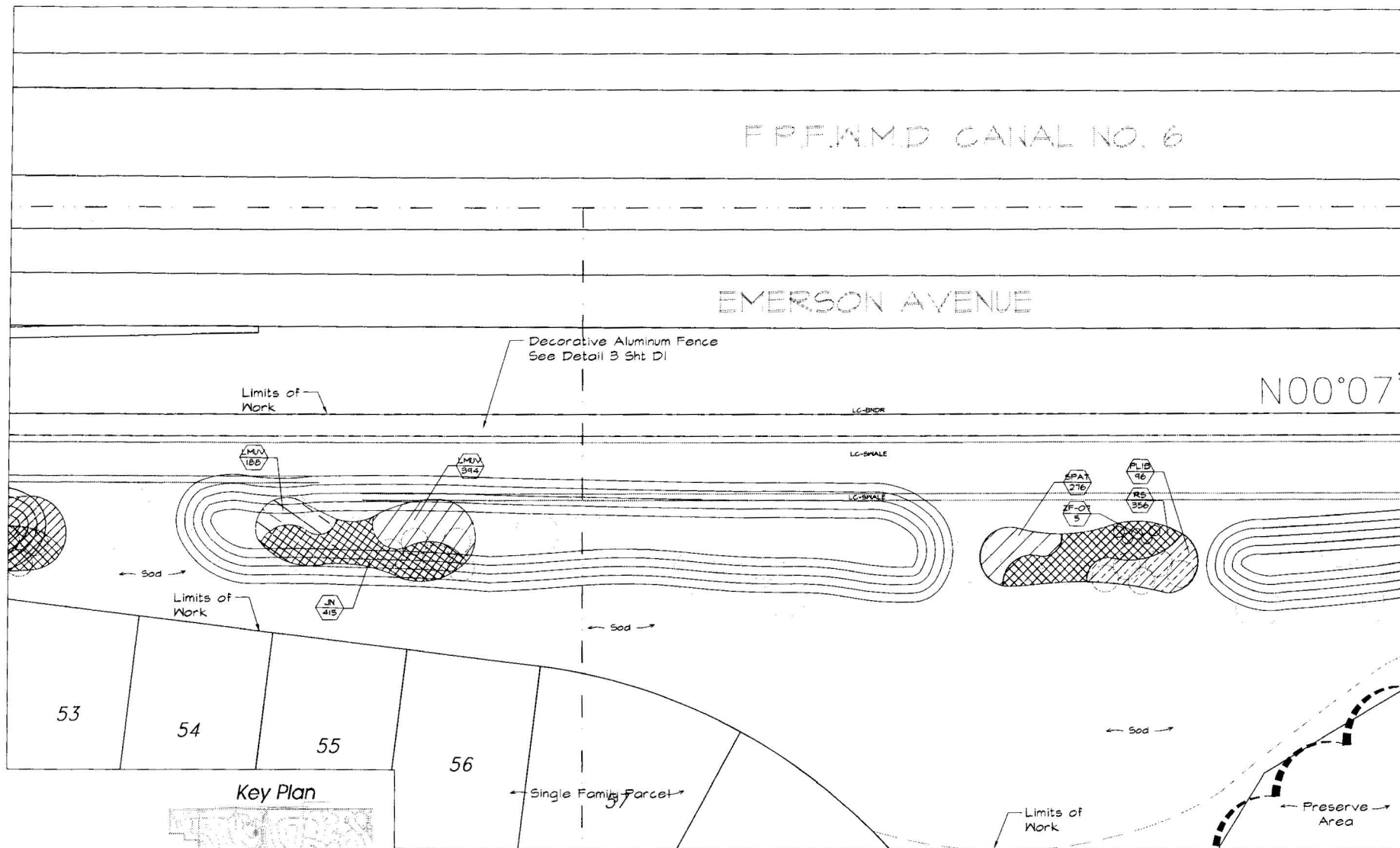


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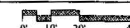
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Revision Dates



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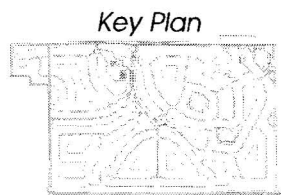
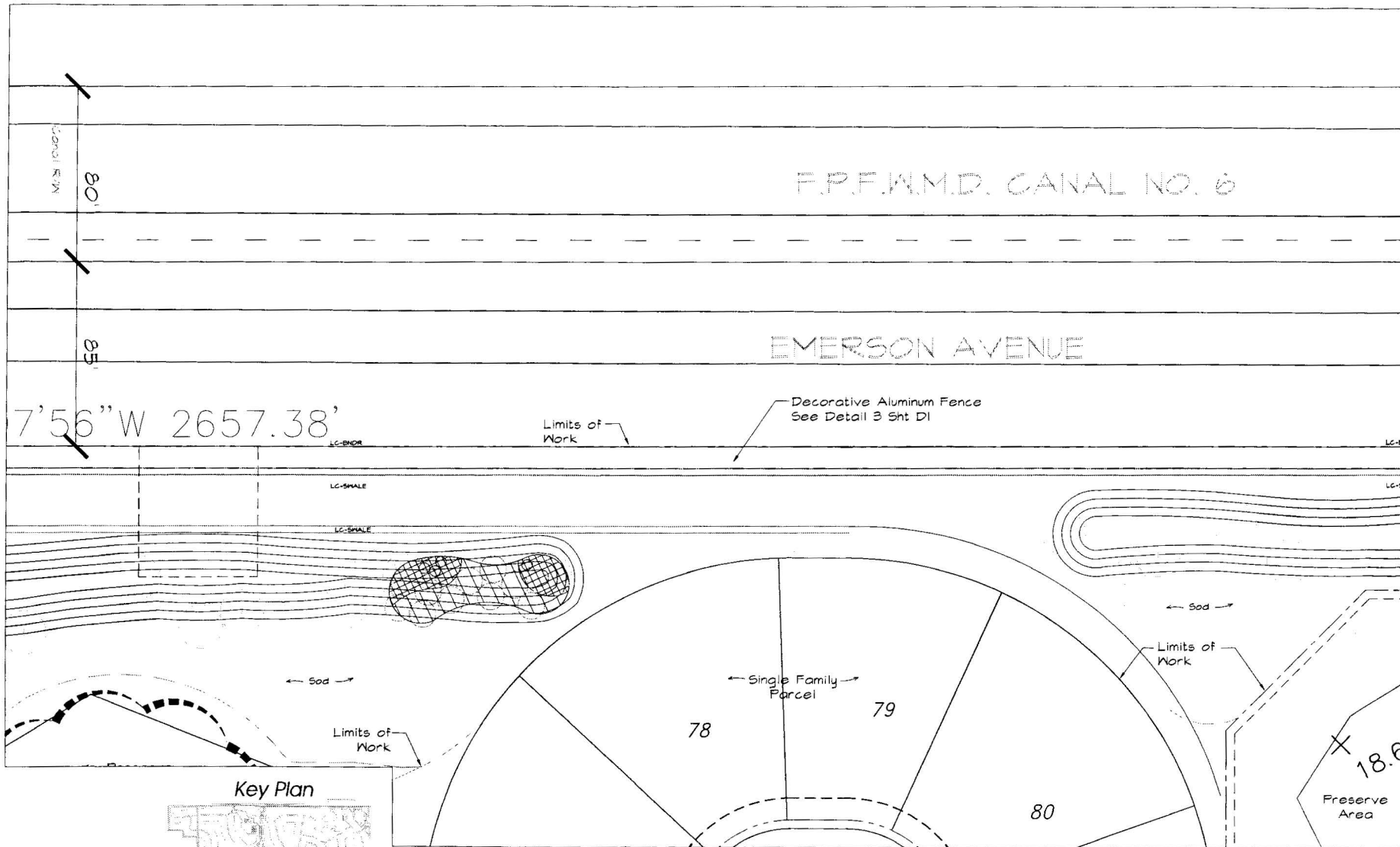
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Job No. 4062
Drawn By: HMM
Checked By: HMM
Approved By: HMM
Submitted Date: 8-08-05
Owner's Review: 8-08-05
Bid Set: 11-21-05

Revision Dates:

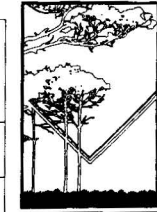
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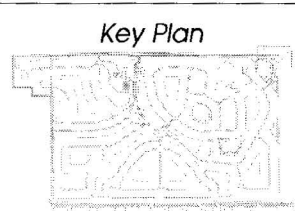
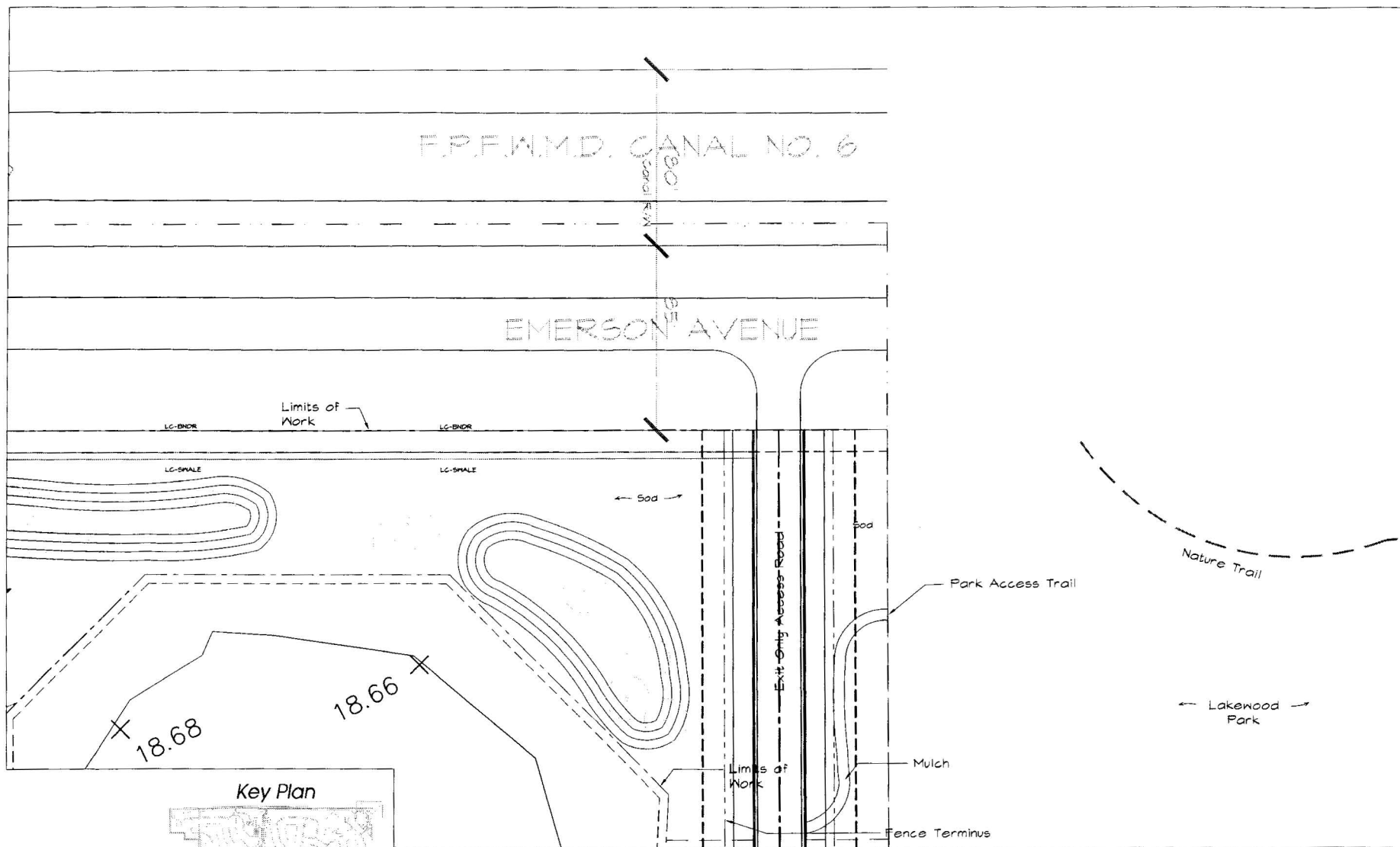


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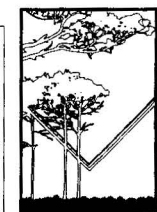
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Drawn By	HPC
Checked By	HPC
Approved By	HPC
Submitted Date	Owner's Review 9-08-09
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Emerson Road Shrub Landscape Plan

Scale 1"=20'



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Job No.	4062
Drawn By	MMH
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Quantity	Symbol	Latin Name Common Name	Size	Spacing
TREES				
9 CES-30		Conocarpus erectus var. sericeus Silver Buttonwood	30-Gal.; 10x6; 1 1/2" Cal.; 5' C.T.	A.S.
12 CRR-30		Callistemon rigidus 'Red Cluster' Bottle Brush	30-Gal.; 8' x 4'; 2" Cal.; Full	A.S.
16 EJ-65		Eriobotrya japonica Loquat	65-Gal.; 12x6; 3" Cal.; 4' C.T.	A.S.
35 IC-65		Ilex cassine Dahoon Holly	65-Gal.; 12x6; 2-1/2" Cal.; 5' C.T.	A.S.
8 LIB-65		Lagerstroemia indica 'Biloxi Pink' Pink Crape Myrtle	65-Gal.; 11x7; 2" Cal.; 5' C.M.T.	A.S.
7 LIN-65		Lagerstroemia indica 'Natchez' White Crape Myrtle		
8 LIT-65		Lagerstroemia indica 'Tuscarora' Red Crape Myrtle	65-Gal.; 11x7; 2" Cal.; 6.5' C.M.T.	A.S.
12 LJAb08		Ligustrum japonicum Japanese Privet	8.8B; 8x6; 1-3/4" Cal.; 3' C.M.T.	A.S.
9 LJAb12		Ligustrum japonicum Japanese Privet	8.8B; 12x10; 5' C.M.T.	A.S.
16 LSR-65		Liquidambar styraciflua 'Rotundiloba' Sweetgum	65-Gal.; 12x6; 3" Cal.; 5' C.S.T.	A.S.
4 MGB-45		Magnolia grandiflora 'Brackens' Southern Magnolia	45-Gal.; 12x6; 2-1/2" Cal.; 4' C.T.	A.S.
19 MGB-65		Magnolia grandiflora 'Brackens' Brackens' Southern Magnolia	65-Gal.; 12x6; 3" Cal.; 3' C.T.	A.S.
18 MGB-100		Magnolia grandiflora 'Brackens' Southern Magnolia	100-Gal.; 12x6; 2-1/2" Cal.; 4' C.T.	A.S.
16 MV-45		Magnolia virginiana Sweet Bay	45-Gal.; 12x6; 3" Cal.; 4' C.S.T.	A.S.
5 PDM-12		Phoenix dactylifera 'Medjool' Medjool Dactylifera Palm	12 C.W.; Classic-Cut	A.S.
42 QL100		Quercus laurifolia Laurel Oak	100-Gal.; 15x7; 4" Cal.; 6' C.S.T.	A.S.
1 QV-30		Quercus virginiana Live Oak	30-Gal.; 12x6; 2-1/2" Cal.; 4' C.S.T.	A.S.
15 QV-45		Quercus virginiana Live Oak	45-Gal.; 12x6; 3" Cal.; 4' C.S.T.	A.S.
29 QV-65		Quercus virginiana Live Oak	65-Gal.; 14x8; 3-1/2" Cal.; 6' C.S.T.	A.S.
35 QV-100		Quercus virginiana Live Oak	100-Gal.; 15x8; 4" Cal.; 6' C.S.T.	A.S.
1 QV-200		Quercus virginiana Live Oak	200-Gal.; 15x9; 5" Cal.; 8' C.S.T.	A.S.
149 SP		Sabal palmetto Cabbage Palm	Varying Heights; w/ & w/o Boots	A.S.
8 UPD-65		Ulmus parvifolia 'Drake' Drake Elm	65-Gal.; 13x9; 3" Cal.; 5' C.T.	A.S.
17 WR-08		Washingtonia robusta Washington Palm	8' C.T.; w/Boots; Marl Rootballs	A.S.
36 WR-12		Washingtonia robusta Washington Palm	12' C.T.; w/Boots; Marl Rootballs	A.S.
1 WR-16		Washingtonia robusta Washington Palm	16' C.T.; w/Boots; Marl Rootballs	A.S.

Quantity	Symbol	Latin Name Common Name	Size	Spacing
SHRUBS				
10 AAT		Agave attenuata Spiral Century Plant	3-Gal.; 18" O.A.; Full	24" O.C.
16 AY-07		Acalypha wilkesiana Copper Leaf	7-Gal.; 4' O.A.; Full	A.S.
2040 ANN		Annuals	4" Pots, Seasonal	12" O.C.
50 AZ		Aibonia zerumbet Shell Ginger Lily	7-Gal.; 36"x36" Full	A.S.
20 CAS-07		Ornithoglossum Ornithoglossum	7-Gal.; 36" O.A. Specimen	A.S.
1355 CHY		Cypripedium Cypripedium	1-Gal.; 10"x15"	18" O.C.
426 CI		Chrysobalanus icaco Red-Tipped Coccoloba	3-Gal.; 30" x 24" Full	36" O.C.
21 CREV-15		Cycas revoluta King Sago	15-Gal.; 36"x36" Full	A.S.
2594 DV		Dioscorea White African Iris	1-Gal.; 14" O.A. 3 P.P.P. Full	18" O.C.
774 EG		Euphorbia Euphorbia	1-Gal.; 12" x 12"	18" O.C.
1625 EM		Euphorbia Euphorbia	24" x 15" SPED	12" O.C.
182 EP		Elaeagnus Silverthorn	3-Gal.; 30" x 30"	36" O.C.
880 HE		Hemerocallis Daylily	1-Gal.; 7P P.P. Full	12" O.C.
1157 IJOCNG		Ipomoea Ipomoea	3-Gal.; 18"x24"	24" O.C.
3315 JCHP		Juniperus Juniperus	3-Gal.; 15"x18" Full	2" O.C.
2380 JN		Jasminum Shrubby Jasmine	3-Gal.; 30" x 24" Full	24" O.C.
1896 LCGM		Lantana Lantana	1-Gal.; Full	12" O.C.
16 LGH-10		Liatris Liatris	10-Gal.; 3-1/2' Height; Full	A.S.
20 LGH-15		Liatris Liatris	15-Gal.; 4x4; Full w/Suckers	A.S.
41 LJA-03		Ligustrum Japanese Privet	3-Gal.; 30"x24"	36" O.C.
3412 LMUEV		Liriodendron Liriodendron	1-Gal.; 6 P.P.P. Full	18" O.C.
4328 LMUV		Liriodendron Liriodendron	1-Gal.; 6 P.P.P. Full	18" O.C.
592 PLA		Platanus Platanus	1-Gal.; 12" O.A.; Full	18" O.C.
843 PUB		Plumbago Plumbago	3-Gal.; 24" O.A.; Full	36" O.C.
496 PM-03		Podocarpus Japanese Yew	3-Gal.; 3x1; Full	36" O.C.
398 PS		Pennisetum White Fountain Grass	1-Gal.; 24" O.A.; Full	24" O.C.
154 PSE-03		Phlox Phlox	3-Gal.; 30"x30" Full	36" O.C.
4512 RIA		Rhaphanistrum Rhaphanistrum	3-Gal.; 15"x18" Full	2" O.C.
1476 RS		Rhoeo Rhoeo	1-Gal.; 12" O.A.; Full	24" O.C.
1190 SPAT		Spartina Spartina	1-Gal.; 24"x18" Full	18" O.C.
12 SR-07		Serenoa Saw Palmetto	7-Gal.; 24" Height; Full	A.S.
18 SR-15		Serenoa Saw Palmetto	15-Gal.; 4" Height; Full	A.S.
969 ST		Sarcocolla Snake Plant	6" Pot	12" O.C.
602 TDA		Tridax Tridax	3-Gal.; 36" O.A.; Full	36" O.C.
596 TJ		Trichostema Trichostema	1-Gal.; (4) 16"x 24" Runners	18" O.C.
1253 VO-03		Viburnum Viburnum	3-Gal.; 24" x 24" Full	36" O.C.
23 ZF-07		Zamia Zamia	7-Gal.; 24"x30"	36" O.C.
106 ZP		Zamia Zamia	3-Gal.; 18" x 18"	24" O.C.

Plant List



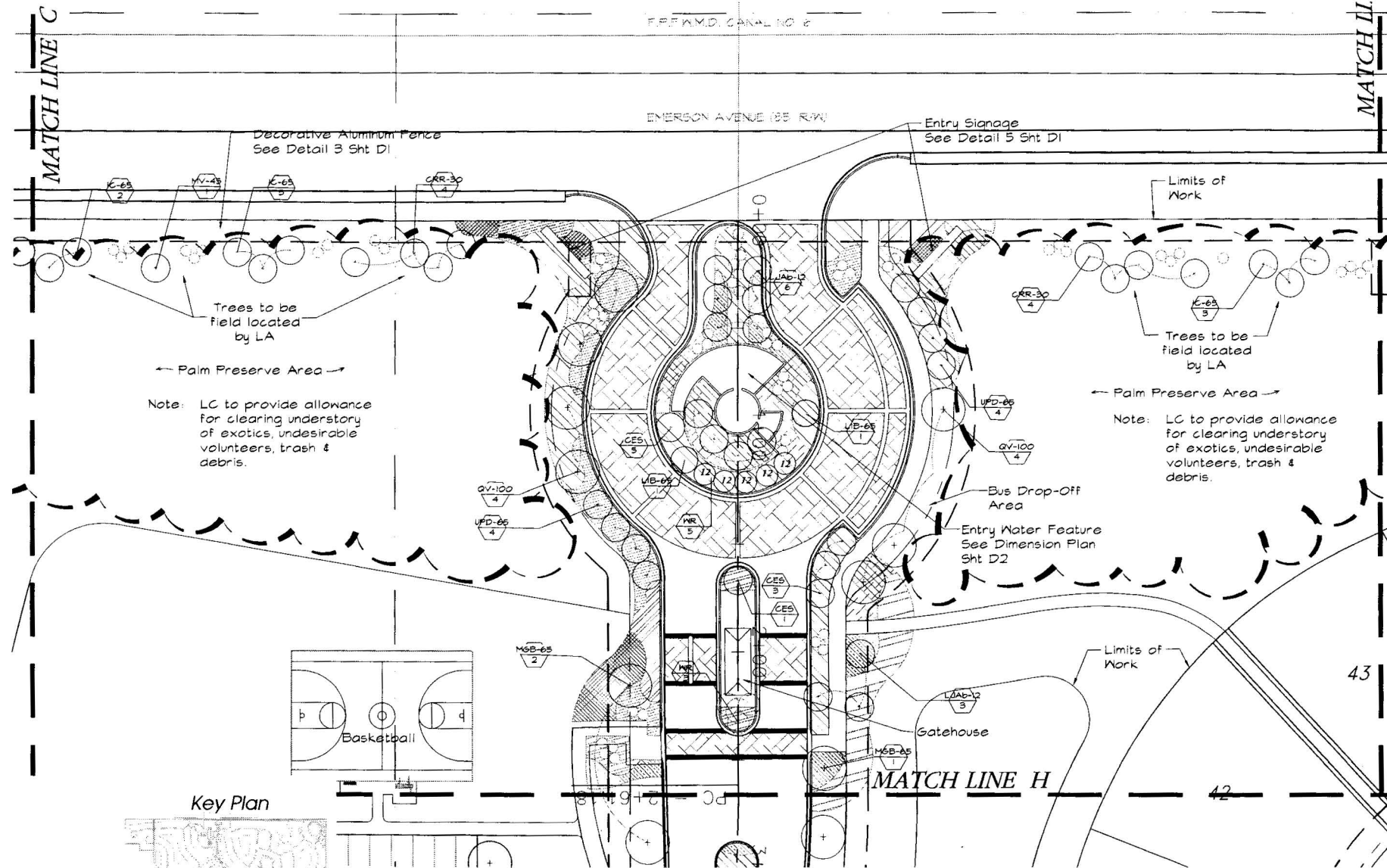
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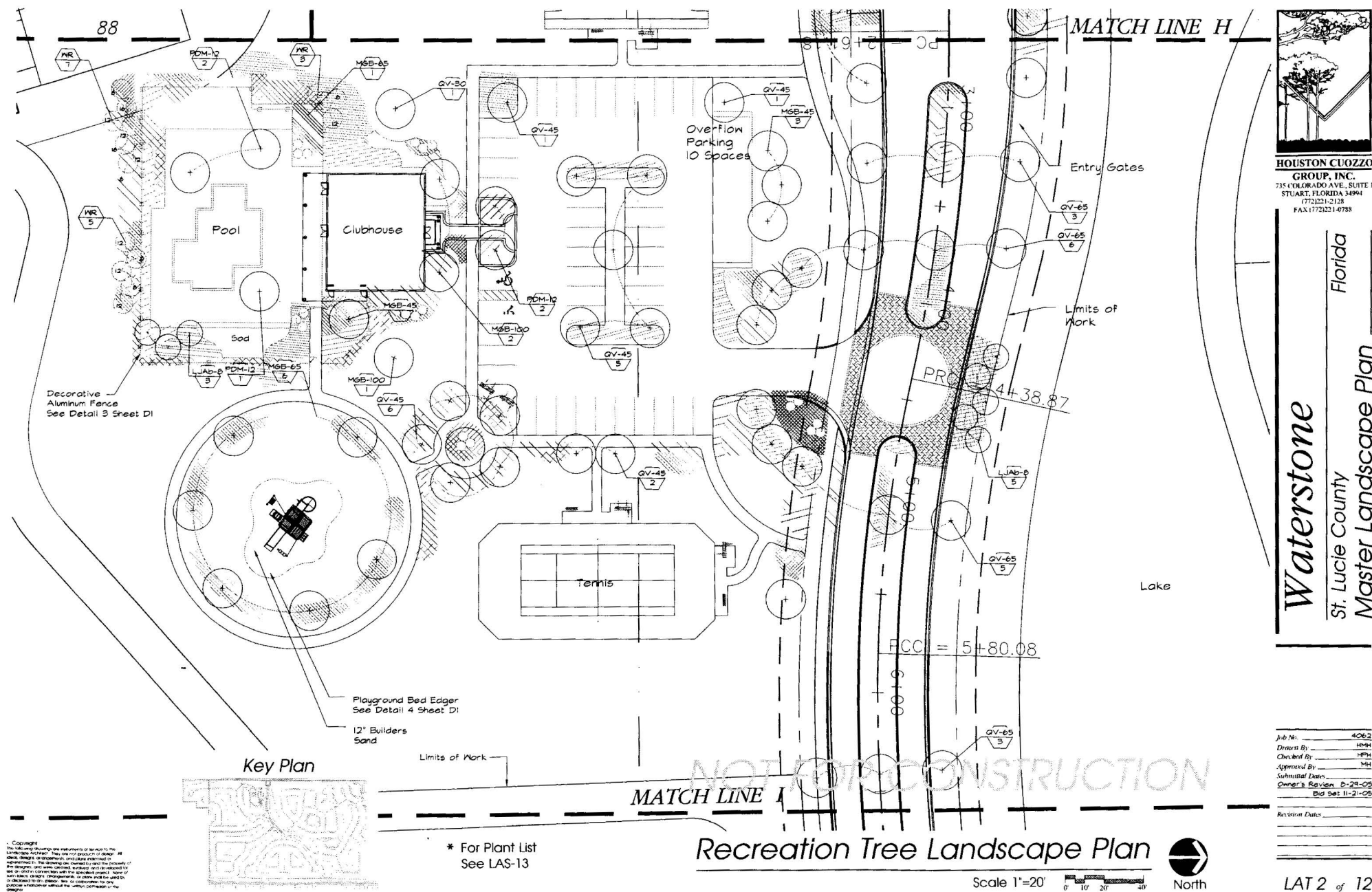
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Drawn By	MM
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Approval By	MM
Submittal Date	
Owner's Review	6-28-05
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Entry Tree Landscape Plan

Scale 1"=20'



LAT 1 of 12



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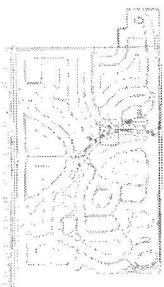
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LAT 2 of 12

1. The owner has approved the design of the landscape plan for the project. The owner has approved the design of the landscape plan for the project. The owner has approved the design of the landscape plan for the project.



Key Plan

* For Plant List
See LAS-13

Intersection #1 Tree Landscape Plan

Scale 1"=20'



North

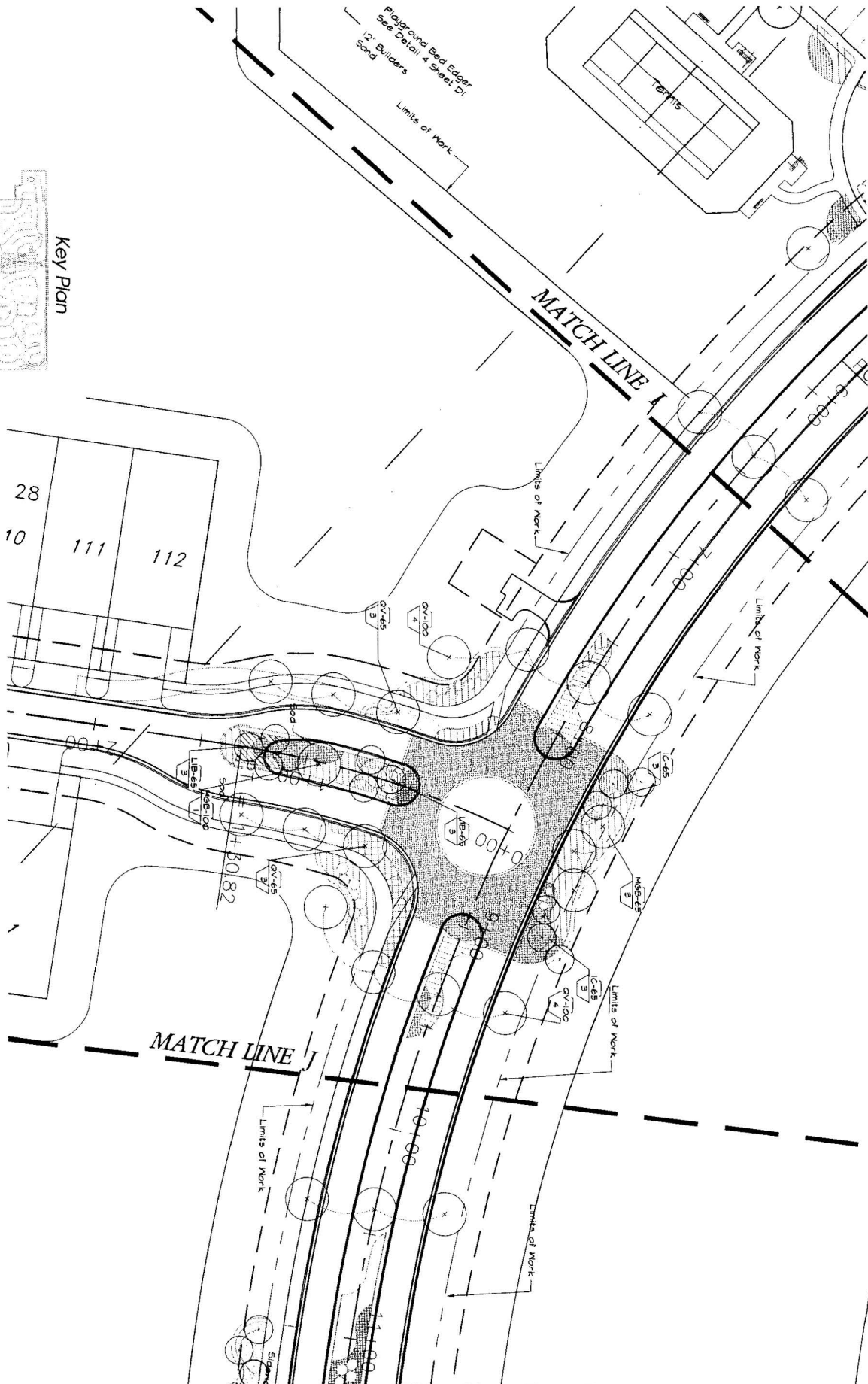
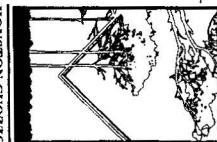
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Approved By	JEP
Submitted Date	01/11/05
Owner's Review	01/21/05
Revision Date	

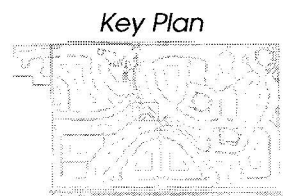
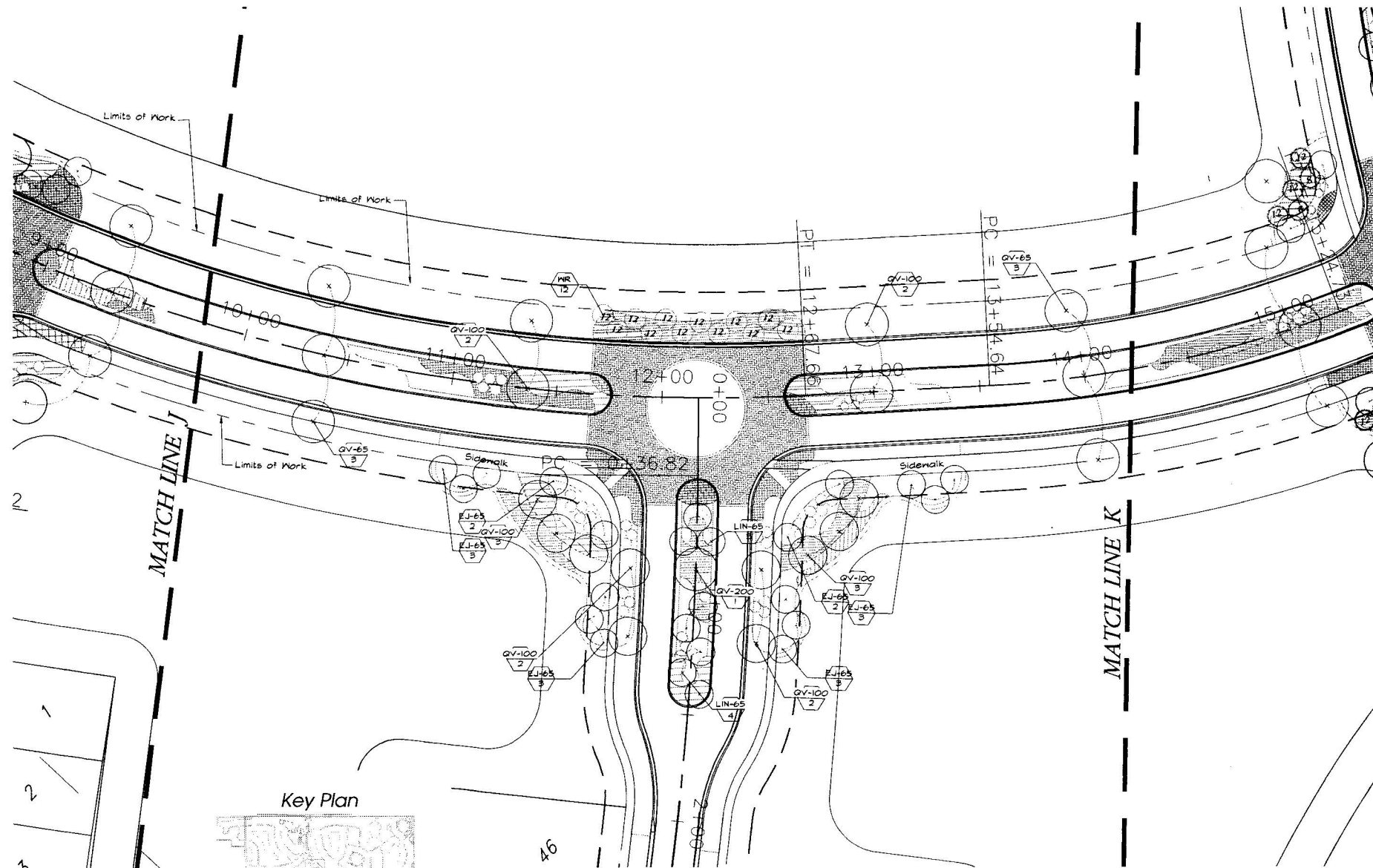
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Intersection #2 Tree Landscape Plan

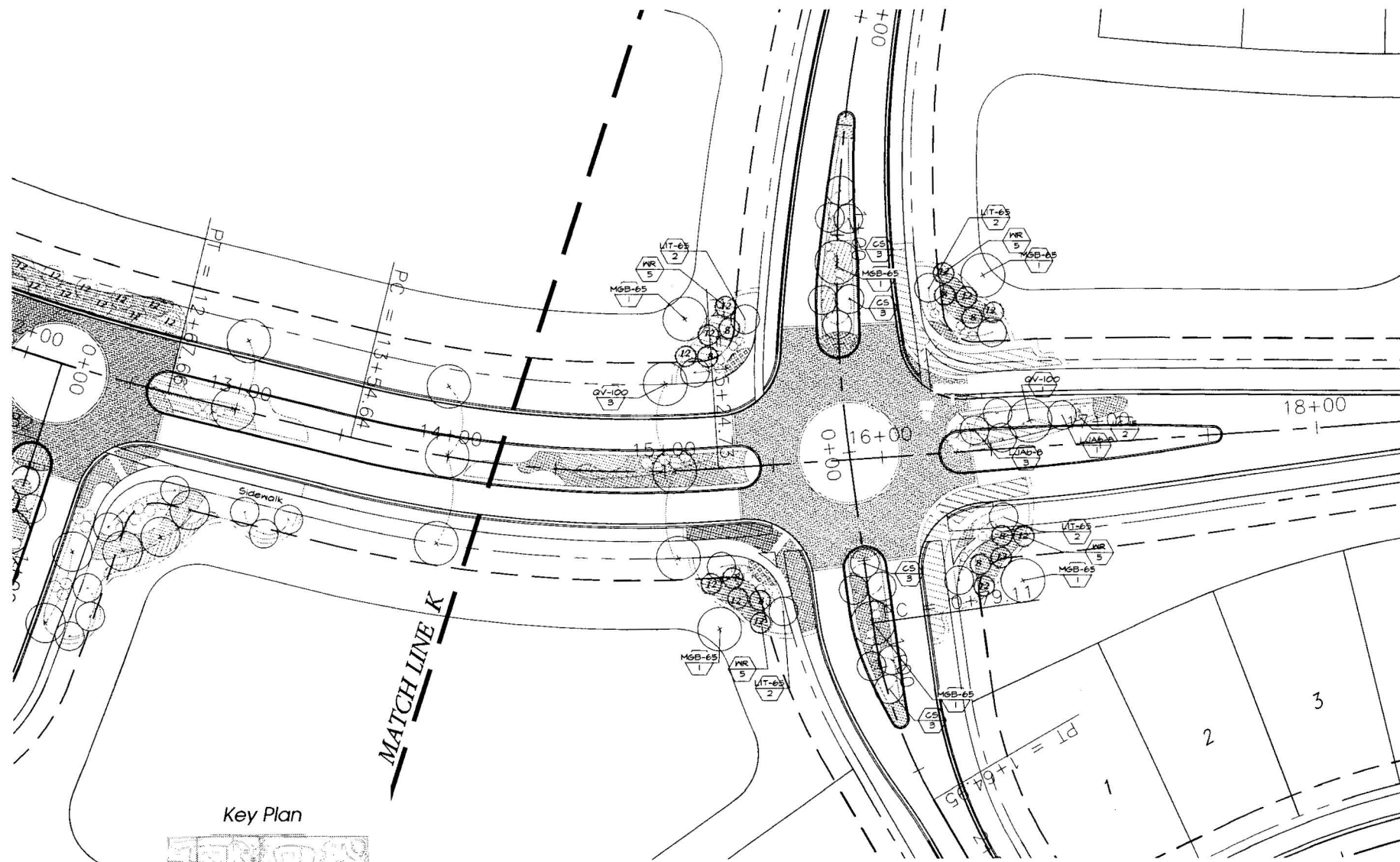
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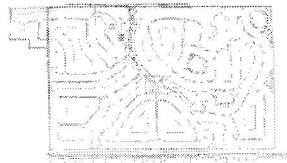
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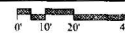
Key Plan



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Intersection #3 Tree Landscape Plan

Scale 1"=20'



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Drawn By: HPH
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Approved By: HPH
Submitted Date: 10-24-05
Owner's Review: 11-21-05

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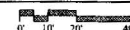
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Owner's Review 8-29-05
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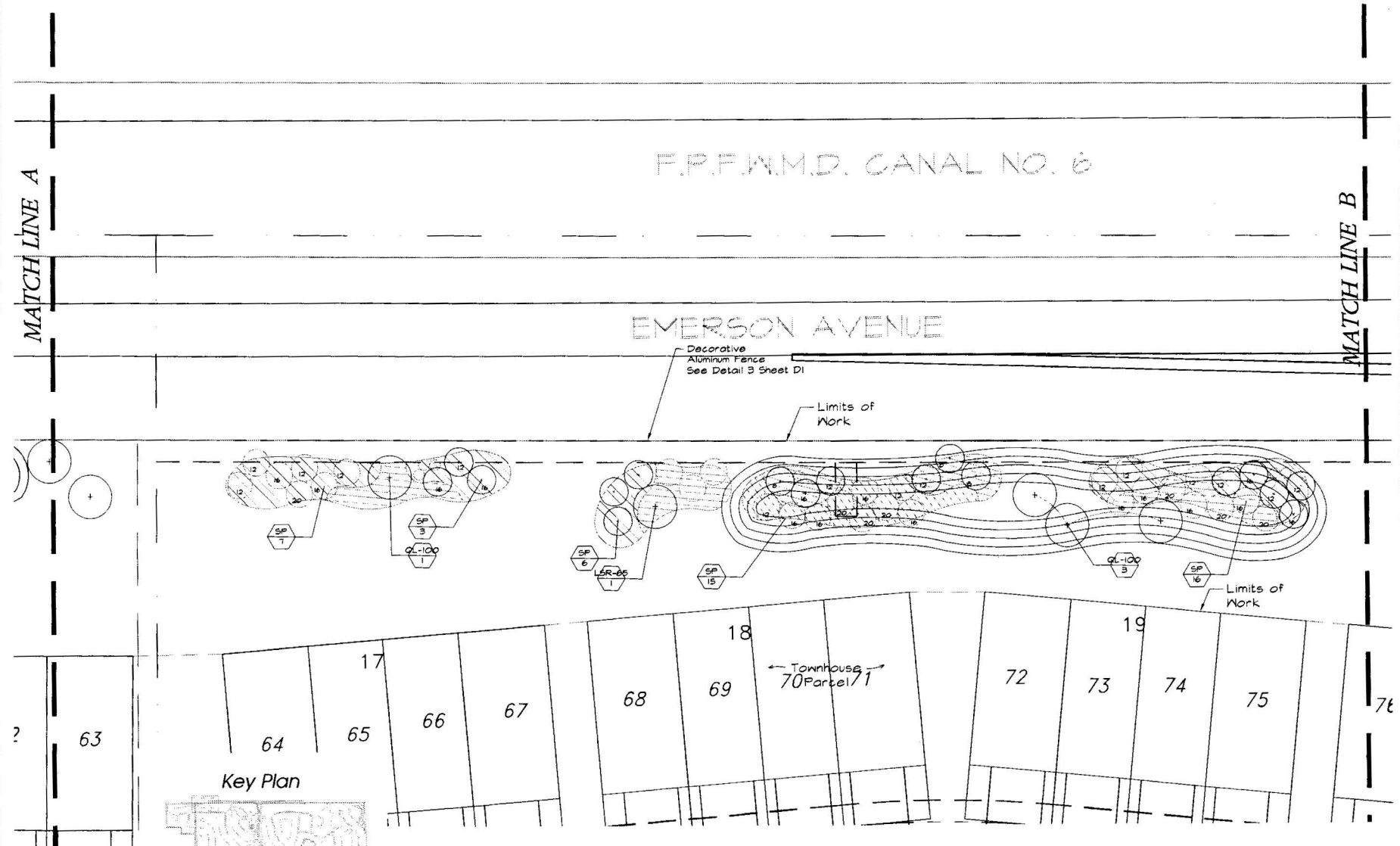
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Emerson Road Tree Landscape Plan

Scale 1"=20'



North



* For Plant List
See LAS-13

Emerson Road Tree Landscape Plan

Scale 1"=20'

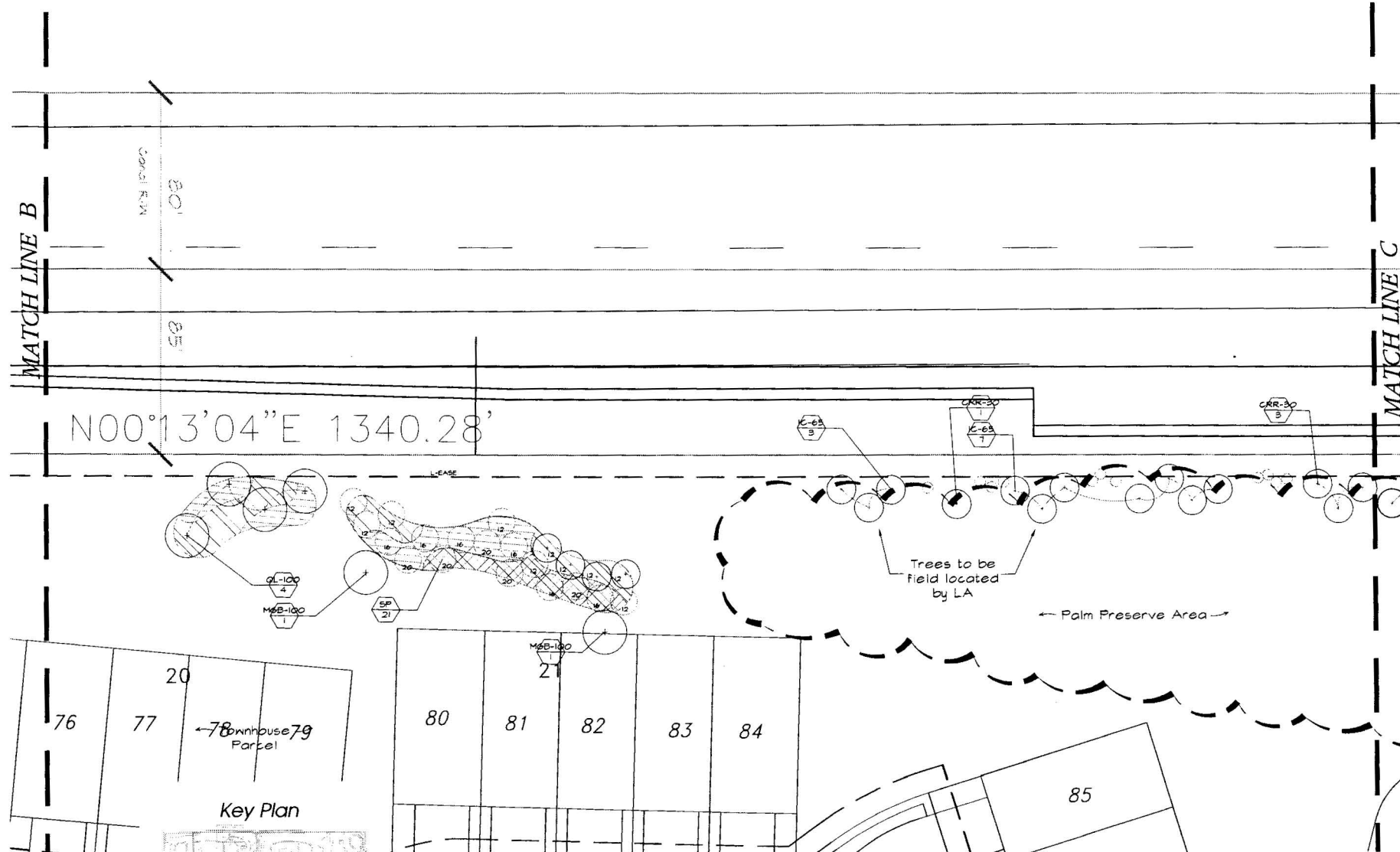


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STUART, FLORIDA 34994
(772) 321-2128
FAX (772) 321-0788

Waterstone
St. Lucie County
Florida
Master Landscape Plan

Job No.	4062
Drawn By	HPH
Checked By	HPH
Approved By	HPH
Submitted Date	
Owner's Review	8-29-05
Bid Set	11-21-05
Revision Date	

LAT 7 of 12



* For Plant List
See LAS-13

Emerson Road Tree Landscape Plan

Scale 1"=20'



North



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Waterstone
St. Lucie County
Florida
Master Landscape Plan

Job No.	4062
Drawn By	MH
Checked By	MH
Approval By	MH
Submittal Date	
Owner's Review	8-24-05
Bid Set	11-21-05
Revision Date	

LAT 8 of 12

MATCH LINE D

MATCH LINE E

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Waterstone
St. Lucie County
Master Landscape Plan

Job No. 4062
 Drawn By HMH
 Checked By HMH
 Approved By HMH
 Submittal Dates _____
 Owner's Review 8-29-05
Bid Set 11-21-05

 Revision Dates _____

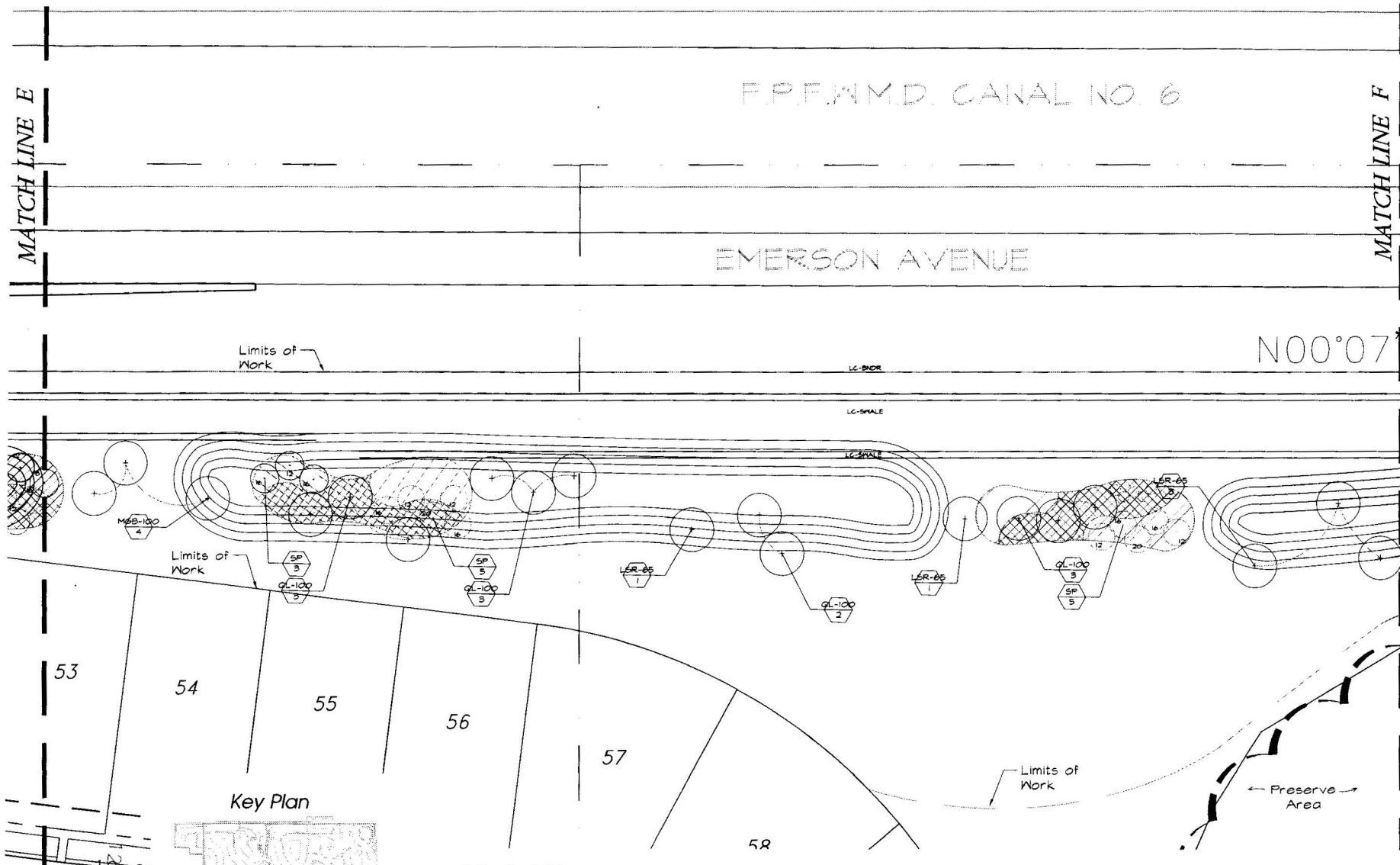
LAT 9 of 12

Emerson Road Tree Landscape Plan

Scale 1"=20'



North



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Waterstone
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Master Landscape Plan
Florida

Job No.	4062
Drawn By	HMH
Checked By	HMH
Approved By	HMH
Submitted Date	8-24-05
Owner's Review	8-24-05
Rev. Date	11-21-05
Revision Date	

Emerson Road Tree Landscape Plan

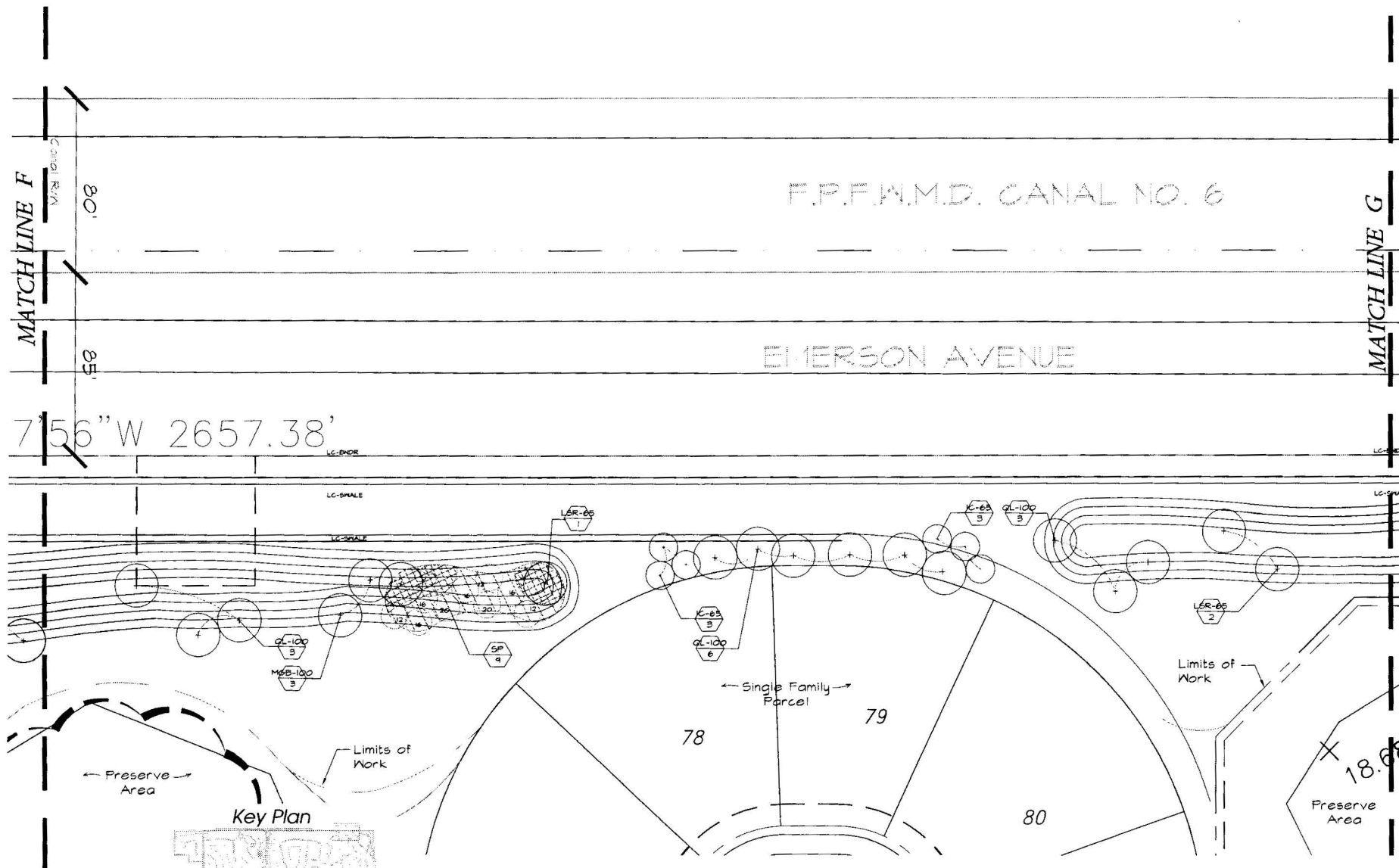
Scale 1"=20'



LAT 10 of 12

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* For Plant List
See LAS-13



* For Plant List
See LAS-13

Emerson Road Tree Landscape Plan

Scale 1"=20'



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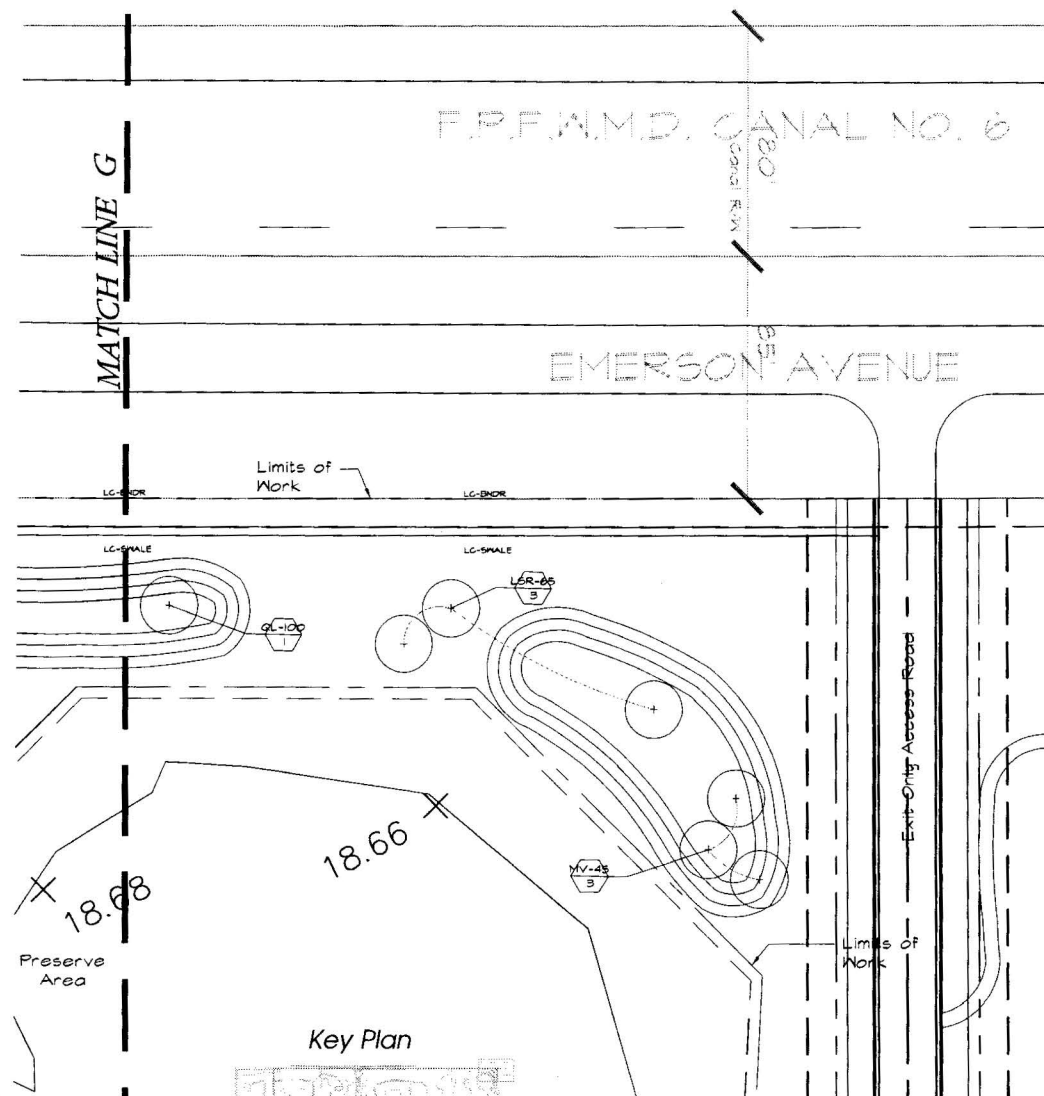
Waterstone
St. Lucie County
Florida
Master Landscape Plan

Job No. 4062
Drawn By HMM
Checked By HPH
Approved By MH
Submittal Date 8-28-05
Owner's Review 8-28-05
Bid Set 11-21-05

Revision Dates

LAT 11 of 12

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of the landscape architect.



* For Plant List
See LAS-13

Emerson Road Tree Landscape Plan

Scale 1"=20'

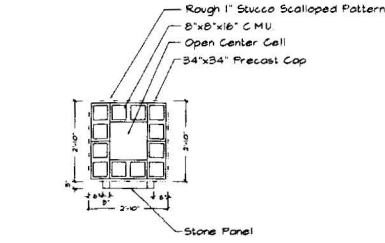


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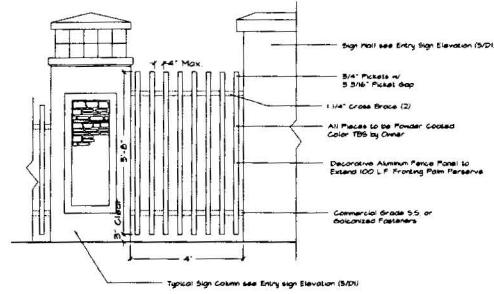
Waterstone
St. Lucie County
Florida
Master Landscape Plan

Job No.	4062
Drawn By	HBT
Checked By	HBT
Approved By	HBT
Submittal Date	
Owner's Review	8-29-05
Bid Set	11-21-05
Revision Date	

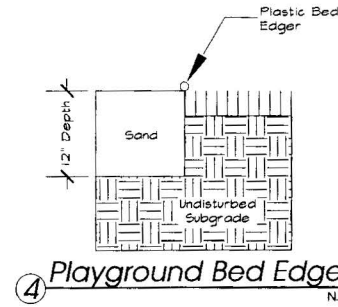
LAT 12 of 12



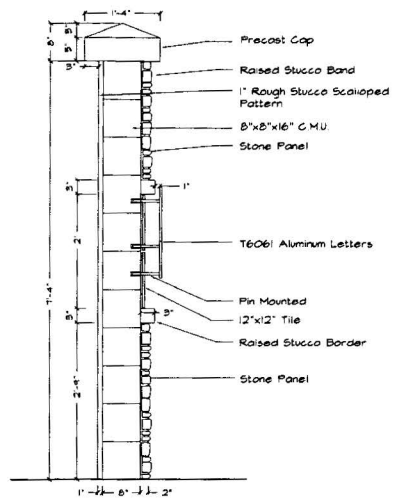
1 Column Section
Scale 1/2"=1'-0"



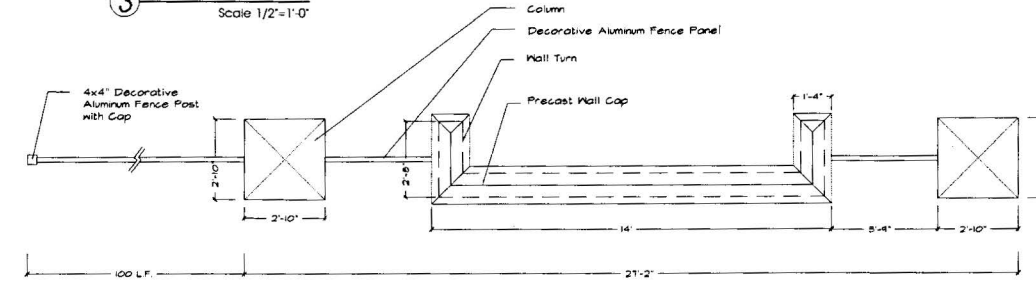
3 Fence Detail
Scale 1/2"=1'-0"



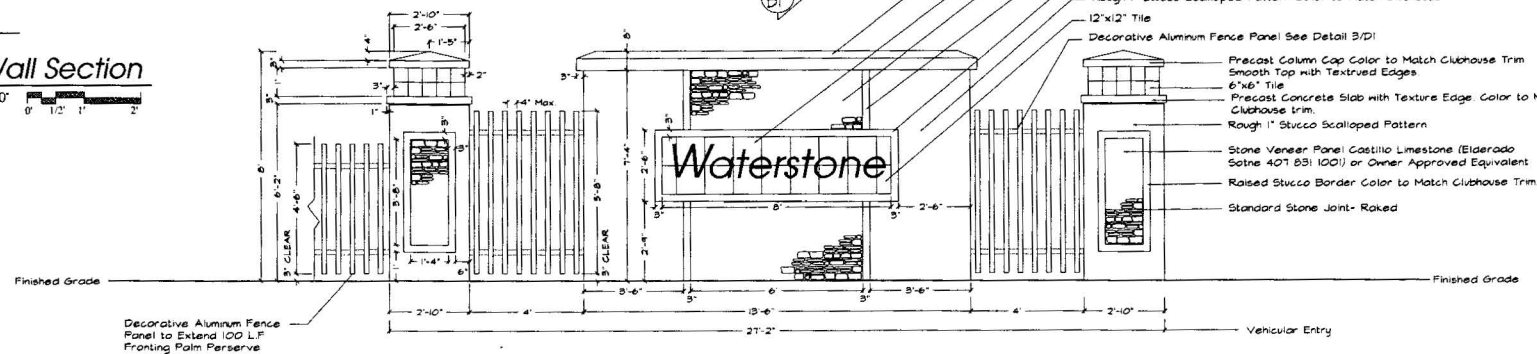
4 Playground Bed Edger
NTS



2 Wall Section
Scale 1"=1'-0"



5 Entry Sign Plan
Scale 1/2"=1'-0"



6 Entry Sign Elevation
Scale 1/2"=1'-0"

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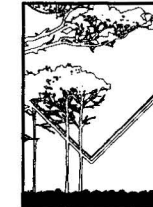
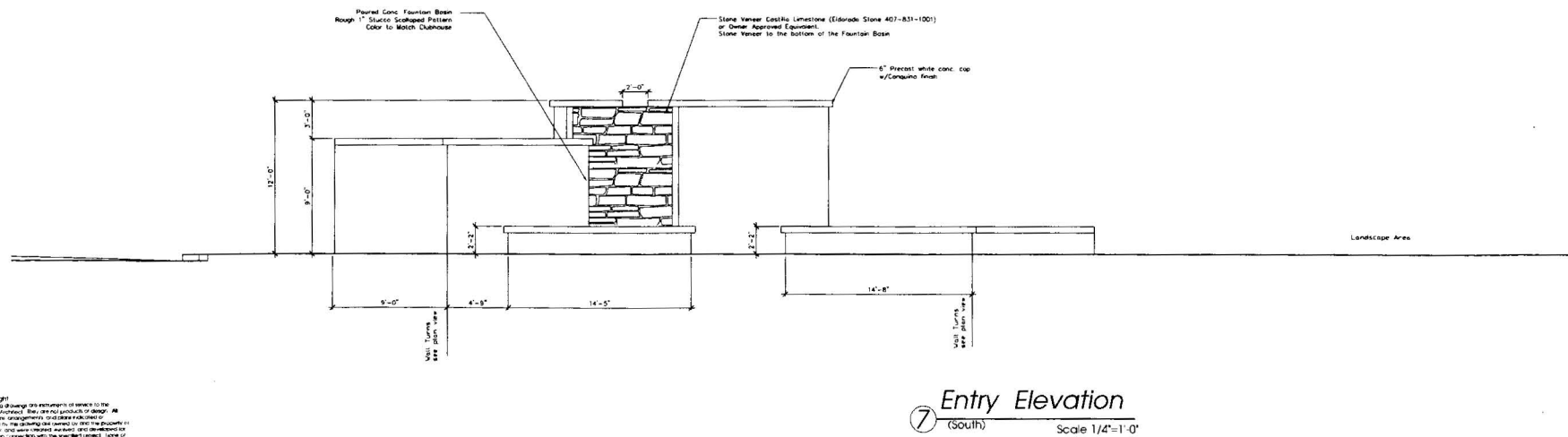
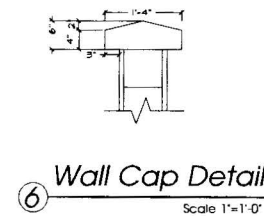
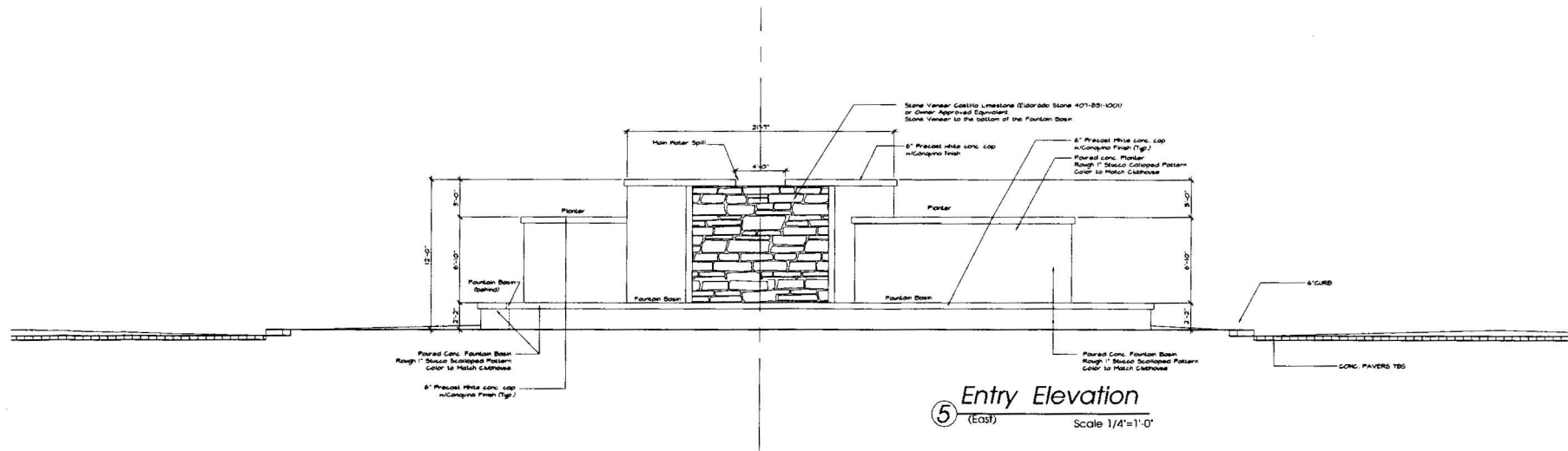
Note: Sign Wall Is Mirror Imaged Across The Entry Road



Waterstone
St. Lucie County
Entry Sign Plan & Elevation
Florida

Job No.	4062
Drawn By	EC
Checked By	MH
Approved By	MH
Submit Date	
Revision Date	

D1 of 5



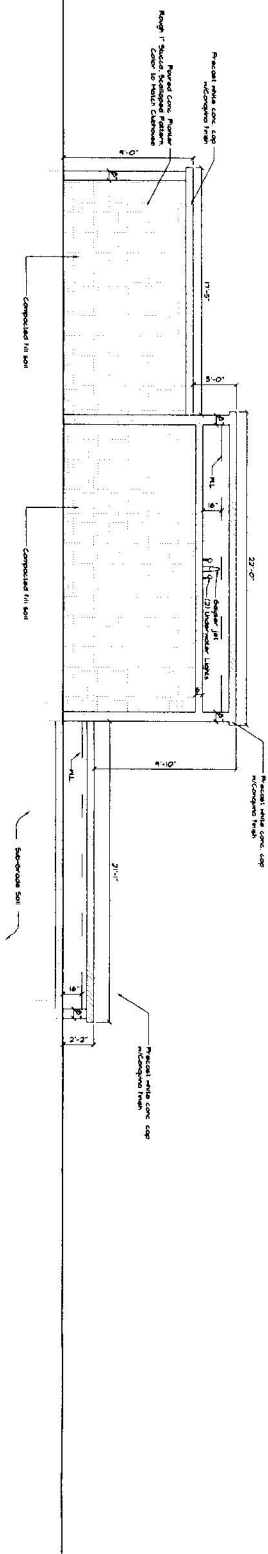
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Waterstone
St. Lucie County
Entry Sign Plan & Elevation
Florida

Job No.	4062
Drawn By	EC
Checked By	HH
Approved By	HH
Submitted Date	
Revision Date	

D3 of 5

NOTES:
1. THE DESIGNER HAS REVIEWED THE SUBMITTAL AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS. THE DESIGNER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE SITE OR THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE SITE OR THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE SITE OR THE EXISTING CONDITIONS.



Section C-C
Scale 1/4" = 1'-0"



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Waterstone

St. Lucie County Florida
Entry Sign Plan & Elevation

Job No.	4082
Drawn By	DPT
Checked By	ML
Approved By	FW
Submitted Date	
Revision Date	