

Adopted: May 16, 1988
Amended: March 20, 2009
Return to: Sweetwater Community, Inc.
4635 US Hwy 17/92 West
Haines City, FL 33844

AMENDED DECLARATION OF RESTRICTIONS TO: SWEETWATER GOLF AND TENNIS CLUB,

A subdivision in Polk County, Florida, according to the plat thereof recorded in Plat Book 85; Pages 46-48, and Plat Book 86 Page 41, all of the public records of Polk County, Florida.

The Declaration of Restrictions as recorded in O.R. Book 2632 at page 0594 through 0600, Public Records of Polk County, Florida, and all amendments thereto relating to Sweetwater Golf and Tennis Club are hereby amended as follows:

SWEETWATER COMMUNITY, INC., a Florida not-for-profit corporation (hereinafter referred to as "Manager" or the Corporation), the Owner of all the lands described above, does hereby impress on said lands the covenants, restrictions, reservations and servitudes as hereinafter set forth:

1. **DEFINITIONS:**

As used herein the following definitions shall apply:

1.1 **MANAGER** shall mean and refer to the Board of Directors of SWEETWATER COMMUNITY INC., a Florida not-for-profit corporation, its successors and assigns.

1.2 **SUBDIVISION** shall mean and refer to the Plat described above of SWEETWATER GOLF AND TENNIS CLUB, recorded in Plat Book 85, Pages 46-48, and Plat Book 86 page 41, all of the public records of Polk County, Florida.

1.3 **LOT** shall mean and refer to any plot and land located within the Subdivision and shown by a numerical designation, but shall not include any tract or other area not intended for a Home.

1.4 **HOME** shall mean and refer to a detached single family dwelling unit containing plumbing facilities, including toilet, bath, or shower and kitchen sink, all connectable to sewerage and water facilities, and which, if applicable, has had its axle and wheels removed and which is permanently affixed to real property.

1.5 **PROPERTY** shall mean the Home and Lot owned by the Owner.

1.6 **OWNER** shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot and Home located thereon, within the Subdivision.

1.7 **CORPORATION** shall mean Sweetwater Community, Inc., a Florida not-for-profit Corporation that owns the water, sewer, and other utility systems, maintenance facilities, roads, golf course, clubhouse, pro-shop, pool, tennis courts, and docks, located in the Sweetwater Golf & Tennis Club subdivision.

2. USE OF PROPERTY:

All Lots included in the Subdivision shall be used for single-family residential purposes only, shall not be re-subdivided by any Owner into any smaller area without the written consent of the Manager, shall not increase or decrease the total number of Lots within the Subdivision, and shall be subject to the following specific residential and general restrictions contained in this Declaration of Restrictions.

2.1 Each Home shall contain modern plumbing facilities, including toilet, bath or shower and kitchen sink, all of which shall be connected to the sewerage and water facilities provided by the Corporation. The minimum size Home allowed shall consist of at least 768 sq. feet.

2.2 There shall be only one Home located on each Lot. Only double-wide Homes, or Homes at least 24 feet wide, exclusive of any carport, storage room, screen room or other appurtenances, shall be placed on any Lot. Said Home shall be oriented on a Lot in conformance with the overall plan of the Corporation. The Corporation shall have the sole right to review and approve the placement of the Home, including, where applicable, leveling, tie downs, and hook up of the Home, at the sole cost and expense of the Owner. After the Home has been placed, positioned and hooked up, no replacements, reconnections, disconnections, additions, alterations, or modifications in the location and utility connections of the Home will be permitted except with the written consent of the Manager.

2.3 Each Home shall be skirted in a manner as may be required by the Manager so as to make all of the skirting in the Subdivision aesthetically compatible. In addition, each Lot must contain a paved driveway and the lawn must be seeded or sodded, or as otherwise prescribed by the rules & regulations.

2.4 All outside structures for storage or utility purposes must be attached to the Home.

2.5 The Manager shall have the right to enter upon all Lots at all reasonable times for the purposes of inspecting the use of said Lot and for the purposes of utility maintenance and the cleaning and maintaining of the Lot if not properly maintained by the Owner, at the owner's expense.

2.6 The Corporation has adopted Rules and Regulations that are applicable to all Owners. Said Rules and Regulations are attached hereto as Exhibit "A" and incorporated herein by reference.

2.7 The Corporation shall have the right to change and amend the Rules and Regulations and establish such other reasonable rules and regulations covering the utilization of the Lots and behavior of the Owners in order to maintain the aesthetic, harmonious and tranquil qualities of the Subdivision, all of which shall apply equally to all of the parties in said Subdivision. Said rules and regulations shall take effect within five (5) days from the sending of a notice to an Owner.

3. **EASEMENTS AND RIGHTS-OF-WAY:**

3.1 Easements and rights-of-way in favor of the Corporation, and utility companies chosen by the Corporation are hereby reserved for the construction, installation, and maintenance of utilities such as electric lines, sewer drainage, water lines, cable television, telephone and telegraph lines or the like necessary or desirable for public health and welfare. Such easements and rights-of-way shall extend over and across every portion of each Lot on which portion a Home, porch or garage/carport is not located. Any lot owner is prohibited from constructing any permanent or temporary structures in easement areas, unless approved by the Manager. If any damage is inflicted on these structures by the Corporation in the performance of its duties, repair costs will be borne by the lot owner.

3.2 The Corporation reserves the right to change, extend or close any streets or roads in said Subdivision or to cut new streets or roads, provided such change or changes shall not interfere with ingress or egress to the property of the Owner or alter the size of said Lot.

4. **SERVICES TO BE PERFORMED BY CORPORATION:**

4.1 (a) The Corporation shall provide water, sewage and garbage removal services to the Subdivision and each Lot within the Subdivision; provided, however, that in exchange for the payment made by each Owner pursuant to Paragraph 4.2 below, the Corporation shall be obligated to provide only 5,000 gallons of water each month to each Lot. The provision of additional water shall result in an additional charge to the Owner at a rate to be established by Manager.

4.1 (b) The Corporation shall maintain the areas of the Subdivision owned by the Corporation for use by the Owners upon the terms and conditions, and at the rates, established by the Manager and as set forth herein. Specifically, the Corporation shall maintain all drainage and retention facilities located within the Subdivision in accordance with all applicable state and local requirements.

4.1 (c) The Corporation shall provide basic cable service (no premium channels) to each Lot for so long as such cable service is available to the Subdivision.

4.2 Each Owner hereby agrees to pay a monthly assessment or charge against each Lot for the services set forth in Paragraph 4.1 above in an amount determined by Manager, subject to increases in such rate as set forth in Paragraphs 4.3, 4.4, and 4.5 below. The assessment is based on 2 persons per lot. In the event the Owner(s) transfer, assign, devise or in any manner convey their interest in and to the Lot and/or Home, the new Owner(s) shall be obligated to pay the prevalent monthly maintenance fee that is then in force for all Owner(s) of Lots in the Subdivision. Included, without limitation, within the charge or assessment shall be the maintenance of all roads, utilities and recreational facilities erected by the Corporation, the provision of water, sewage and garbage removal services and the provision of basic cable service; provided, however, that Manager reserves the right to charge additional fees to Owners for their use of the golf course, marina, pub, and storage areas. The Corporation shall not be obligated to pay such monthly assessments nor any other assessments hereunder.

4.3 The monthly assessment or charge as set forth in Paragraph 4.2 above is based on the cost to the Manager to deliver such services plus reasonable reserves, debt services and financing costs. There shall be an adjustment in the monthly assessment or charge at the beginning of the Corporation's fiscal year. The adjustment shall be made in accordance with Paragraph 4.4 below and any increase in the Consumer Price Index or substitute index, but in no event shall be less than 3% of the base monthly charge for the preceding year. Each adjustment shall be in effect for the subsequent one (1) year period.

Notwithstanding the above, in the event that said monthly assessment or charge is not increased in any single year, the next succeeding increase shall be cumulative and shall reflect in addition to the increase in the immediately preceding year, those previous increases which were not effected by the Manager and charged to the Owners.

4.4 Notwithstanding Paragraph 4.3 above, increased expenses incurred by the Corporation to deliver the services designated in Section 4.1 above, plus reserves, debt service and financing costs, shall be passed through to the Owners, by way of a proportionate increase in the monthly assessments or charges to be paid by owners or by single, lump-sum assessments. Such expenses may include, but are not limited to, increases in ad valorem taxes and assessments upon properties within the Subdivision owned by the Corporation, governmentally mandated capital improvements, rebuilding, repairs or extra maintenance required by natural or man-made calamities, increased charges by vendors and suppliers of such services to Corporation, and increases with respect to the delivery of utility services approved by the Florida Public Service Commission or successor rate supervisor. Such expenses may be passed on at any time to the Owners and shall be due when charged or assessed.

4.5 Each Owner agrees that as additional facilities and/or services are requested and approved by the Owners, and the erection of such additional facilities and/or implementation of such additional services is agreed to upon a vote of 2/3 of the Owners approving such additional facilities and/or services and commensurate charges therefore, that the monthly assessment provided for by Paragraph 4.2 shall be increased accordingly, or a special assessment may be imposed

4.6 The monthly charges for services described in Paragraph 4.1 and 4.2 above shall be due and payable monthly in advance on the first day of each month and said charges will continue from month to month whether or not said Lot is vacant or occupied.

4.7 The Owner does hereby give and grant unto the Corporation a continuing lien in the nature of a mortgage upon the Lot of the Owner, prior to all other liens and encumbrances. This lien shall secure the payment of all monies due the Corporation hereunder and may be foreclosed in the manner provided for the foreclosures of mortgages. In any such action or other action to enforce the provisions of this lien, including appeals, the Corporation shall be entitled to recover reasonable attorney's fees, abstract bills, court costs, appellate fees and costs, and all other expenses of litigation.

4.8 Purchasers of Lots, by the acceptance of their deed, together with their heirs, successors and assigns, agree to take title subject to and be bound by this Declaration and all amendments thereto, and to pay the charges set forth in this Paragraph 4; and said acceptance of such deed shall further indicate approval of said charges, and permitted increases thereof, as being reasonable and fair, taking into consideration the nature of the Subdivision and all other benefits to be derived by the Owners as provided for herein.

4.9 Purchasers of Lots further agree and acknowledge, by the acceptance of their deeds, and the payment of the purchase price therefore, that said purchase price was solely for the purchase of said Lot or Lots, and that said purchasers, their heirs, successors and assigns, shall not have any right, title or claim or interest in and to the road, utilities, recreational areas and facilities contained therein or appurtenant thereto, by reason of the purchase of the respective Lots, it being specifically agreed that the Corporation, its successors and assigns, are the sole and exclusive owners of said facilities.

4.10 The Manager reserves the right to enter into management agreements with any person, firm or corporation to maintain and operate the amenities, streets, utilities and other portions of the Subdivision

in which the Manager undertakes an obligation to maintain, and for the operation and maintenance of the recreational facilities. Manager agrees, however, that any such contractual agreements between the Manager and a third party shall be subject to all of the terms, covenants and conditions of this Agreement. Upon the execution of said management agreement, Manager shall be relieved of all further liability hereunder.

5. **SALE OF PROPERTY:**

5.1 No Property may be sold or transferred by an Owner without first giving written notice via certified mail to the Manager. However, this restriction shall in no way or manner whatsoever apply to a sale or transfer to a member of the Owner's immediate family. "Immediate Family" means the spouse, parents, children, brothers, sister or grandchildren of the Owner(s). Owner shall within five (5) days of the receipt of a bona fide offer to purchase his Property, transmit to the Corporation a true and correct copy of said offer to purchase.

5.2 The Corporation or its designee, shall thereupon have the first option to purchase the Property of the Owner upon the same terms contained in the offer and shall have fifteen (15) days from the receipt of the copy of the offer to deliver notice to Owner of its intent to exercise this option. If a sale is made by Owner without complying with the provisions herein, the Corporation shall have the option to purchase the Property in accordance with the terms of the original offer sixty (60) days after receiving actual notice of said transfer or sale of said Property.

6. **ENFORCEMENT**

If any Owner or persons in possession of a Lot or Lots shall violate, or attempt to violate, any of the covenants, conditions and reservations herein, it shall be lawful for the Corporation, in its discretion, or any other Owner, to prosecute any action or proceedings at law or in equity, against such person or persons violating or attempting to violate any such covenants, conditions or reservations, either to prevent him or them from so doing, or to recover damages or any property charges for such violation. Notwithstanding the foregoing, the Corporation shall have no obligation to prosecute any action and the Corporation's failure or refusal to prosecute an action shall not constitute a waiver of its ability to prosecute subsequent violations. The prevailing party in any such action shall be entitled to recover the costs of such proceedings, including reasonable attorneys' fees and appellate fees, from the non-prevailing party in said action.

7. **INVALIDITY CLAUSE:**

Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

8. **DURATION; AMENDMENT:**

The foregoing covenants, restrictions, reservations, and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land and the same shall bind all persons claiming ownership of all or any portions of said lands. Any inconsistency or vagary in the Declaration shall be resolved by the Manager in writing and recordable form which shall have the effect of amending this Declaration. The Manager reserves the right to amend this Declaration for the purposes of establishing such further restrictions or changing existing restrictions as it deems necessary to carry out the spirit and intent of this Declaration.

Dated this _____ day of _____, 2009

Witnesses:

SWEETWATER COMMUNITY, INC.

(Signature)

By: _____

Printed Name : _____

(Print)

Title: President

(Signature)

By: _____

Printed Name: _____

(Print)

Title: Secretary

STATE OF FLORIDA
COUNTY OF POLK

Before me, this day, personally appeared _____ and _____, the President and Secretary, respectively, of Sweetwater Community, Inc., who executed the foregoing instrument, who being first duly sworn and under oath, acknowledged, before me, that they are the persons who executed the foregoing instrument.

___ Affiants are personally known to me, or

___ Affiant produced as identification:

WITNESS my hand and official seal this _____ day of _____, 2009.

Signature of Notary Public

My commission expires: _____