

# SWEETWATER COMMUNITY INCORPORATED

## Rules and Regulations

### Index

	PAGE
1. Declaration of Restrictions	3
2. Occupancy “55 and Older”	3
A. The Act	3
B. Age Requirements (amended 2/21/2012)	3
C. Discrimination	4
D. Enforcement	4
E. Renting	5
F. Registering	5
G. Gate Openers	5
3. Property (Home and Lot)	5
A. Maintenance	5
B. New Homes, Changes or Improvements	6
C. Fences	6
D. Clotheslines	6
E. Lawns	6
F. Noise	6
G. Antennas etc.	6
H. Exterior Floodlights	6
I. Compost	6
J. Storage	6
K. Exterior Lampposts	7
4. Home Rentals	7
A. Rentals	7
B. Duration	7
C. Rules	7
D. Limit of Ownership (adopted 2/19/2013)	7
5. Automobiles, RVs and Golf Carts	7
A. Automobiles – General	7
B. RV’s, Boats and Other	7
C. Commercial Vehicles	7
D. Golf Carts	8
E. Speed Limit	8
F. Overnight Parking	8
G. Off Road Parking and Driving	8
H. Noisy Vehicles	8
I. Vacant Lots	8
J. Towing	8
K. Towing Charges	8
L. Night driving/riding	8

	M. Safety	8
	N. Batteries	8
	O. Tire, Battery and Waste Oil Disposal	8
6.	Clubhouse/Recreation Area	9
	A. Age	9
	B. Smoking	9
	C. Scheduling	9
	D. Clubhouse Fees	9
	E. Clubhouse Special Rules	9
	F. Loss of Clubhouse Privileges	9
	G. Golf Cart Paths (adopted 2/19/2013)	9
7.	Garbage/Trash	9
	A. Pick Up	9
	B. Yard Trash	9
	C. Excess Trash	9
	D. Trash Prohibition	9
	E. Burning	9
	F. Building Material and Vehicle Parts, etc.	10
8.	Maintenance Fees and Assessments, Fines and Costs	10
	A. Maintenance Fees/Assessments	10
	B. Returned Checks	10
	C. Loss or Damage	10
	D. Fees and Costs	10
9.	Pets	10
10.	Pool and Jacuzzi Rules	10
	A. General Rules	10
11.	Children	11
	A. General Rules	11
12.	Sales and Business Activities	11
	A. Home Sales and Business Activity Rules (amended 2/19/2013)	11
13.	Other Prohibited Actions/Activities	11
	A. General Rules	11
14.	Residential Community	12
15.	Gardens	12
16.	Sewer and Water Lines	12
	A. Sewer	12
	B. Water	12
17.	Emergencies	12
18.	Conveniences	12
19.	General Rules and Regulations	12
	A. Damage	12
	B. Complaints	12
20.	Enforcement	13

**Sweetwater Community Inc.**  
**Rules and Regulations**  
**General**

Sweetwater Golf and Tennis Club (Sweetwater) is owned and operated by Sweetwater Community, Inc., a Florida (Not-For-Profit) Corporation. The Corporation shares are owned by residents of Sweetwater who are known as Shareholders. The Board of Directors of the Corporation is elected by the shareholders of the Corporation and is responsible for the operation and management of Sweetwater. These Rules and Regulations (Rules) are incorporated in and are part of the recorded Declaration of Restrictions which governs the rights and responsibilities of all residents of Sweetwater. These Rules and Regulations are for the mutual benefit of all residents and are promulgated and enforced to ensure the safety and well being of the residents and their guests. These Rules govern all residents, family members, guests and renters. Abiding by the Rules will make our community a better place to live.

1. **Declarations of Restrictions** (recorded in Official Records Book 2632, at pages 0594-0600, Public Records of Polk County, Florida). The Declaration of Restrictions (DOR) governs the rights and responsibilities of the residents of Sweetwater. These Rules and Regulations, as amended from time to time are incorporated in and are part of the DOR. The DOR contains eight Sections, listed by title for your convenience.

- Section 1. Definitions
- Section 2. Use of Property
- Section 3. Easements and Rights of Way
- Section 4. Services to be performed by Manager (Corporation)
- Section 5. Sale of Property
- Section 6. Enforcement
- Section 7. Invalidity Clause
- Section 8. Duration/Amendment

2. **Occupancy “55 and Older”**

**A. The Act**

Sweetwater is intended to be Housing for Older Persons in accordance with the provisions of the Fair Housing Amendments Acts of 1988 [42 USC 3607 (b) (2) (c) ] (the Act).

**B. Age Requirements**

Sweetwater Golf and Tennis Club is a Community whose purpose is to provide housing for persons fifty five (55) years of age or older. One resident in each home must be fifty-five (55) years of age or older. The other resident shall be a minimum age of fifty (50) years of age. Provided, however, if at any time a new resident applies for admission, eighty percent (80%) or more of the community’s occupied lots are occupied by at least one person fifty five (55) years of age or older, the community may reduce its minimum age requirement for the new resident to fifty (50) years of age. All new residents shall produce verified evidence of the resident’s age. Copies will be made of each new resident’s driver’s license or other verified evidence of age. It is the intent of this Rule to maintain the

community's exemption under the Fair Housing Amendments of 1988 and the Housing for Older Persons Act of 1995. In no event will Sweetwater permit a new resident's admission if occupancy by the new resident will result in less than eighty percent (80%) of the community's units being occupied by one or more persons fifty five (55) years of age or older. Sweetwater maintains the right to make reasonable accommodations for the handicapped and to consider hardship exceptions. Under State and Federal Law, this rule must be followed to continue as a 55 and Older Community. **(adopted 2/21/2012)**

### **C. Discrimination**

Under the Act, such housing for older persons exempts Sweetwater from the prohibition against discrimination on the basis of familial status and thus permits the following restriction. "No unit may be occupied by any person under fifty (50) years of age, except that persons under fifty (50) years of age may be permitted to visit for reasonable periods not to exceed two (2) consecutive weeks on any one occasion or thirty (30) days in any calendar year."

**Any resident who provides housing to individual(s) under the age of fifty (50) years beyond the allowable thirty (30) day annual visit to Sweetwater as provided in this paragraph commits a violation of this Rule 2C and is subject to a fine pursuant to the provisions of Rule 20 of these Rules and Regulations.**

### **D. Enforcement**

In order to assure that Sweetwater meets the age requirement for occupants set forth in the Act, the Corporation shall be responsible for enforcing and carrying out the following:

- a. No person shall be permitted to occupy a home in Sweetwater unless such person is an "Approved Occupant" in accordance with the terms and provisions hereinafter set forth. If it is determined that an occupant has not obtained "Approved Occupant" status, the Corporation may pursue any remedies available to it under the Corporation's Bylaws, including imposition of fines against the violator.
- b. Persons who are not "Approved Occupants" shall not be permitted to occupy any home within Sweetwater. However, visitors shall be permitted to visit for such reasonable periods of time and upon such reasonable conditions as determined from time to time by the Corporation, subject to the specific limitations regarding visits by persons under fifty (50) years of age as hereinabove set forth.
- c. Persons may become "Approved Occupants" based on the following terms and conditions.

(i) A person desiring to become an "Approved Occupant" shall submit to the Corporation, a written application (Form 9906 – Notice of Intent to Buy or Rent and Request for an application for Occupancy) to become an "Approved Occupant" and a request for an issuance of an "Approved Occupant's Identification Card."

(ii) Within twenty (20) days of receipt of such written application, the Corporation shall determine whether such occupancy is consistent with the intent to operate Sweetwater as housing for older persons, and, if such occupancy were permitted, whether or not Sweetwater would continue to meet the requirements of the exemption under Section 807 (b) (2) (c) of the Fair Housing Amendments Act of 1988, and regulations relating thereto. See 24 C.F.R. Section 100.304. Preamble, 54 Fed. Reg. At pp. 3254-56, and Rules and Regulation, 60 Fed. Reg. At pp. 43327-30. If such exemption requirements would continue to be met, the occupancy shall be approved. If not, the occupancy shall be denied.

(iii) Within said twenty (20) day period, the Corporation shall issue written notification to the Applicant and to the owner who has jurisdiction over the home proposed to be occupied by the Applicant, as to the outcome of the Corporation's determination as set forth in paragraph (ii) above.

(iv) Within ninety (90) days of the issuance of approval by the Corporation, of an application for an "Approved Occupant" must request the issuance of an "Approved Occupant's Identification Card," which must be accompanied with written proof of said Applicants' legal right to occupy the home, either by virtue of a recorded deed conveying fee simple title, an executed lease, or other document indicative of said Applicant's right of occupancy, which may be due to gift, devise, inheritance or other transfer document recognized under the laws of the State of Florida for transferring occupancy

rights. Upon such timely request by the “Approved Occupant” and the timely receipt of appropriate documentation, the Corporation shall issue, an “Approved Occupant’s Identification Card.”

(v) If an Applicant fails to request an “Approved Occupant’s Identification Card” in a timely manner or fails to submit appropriate documentation in a timely manner, then such Applicant shall not be permitted occupancy of the home. Said Applicant must again re-apply to become an “Approved Occupant” in accordance with Provisions as set forth in Subsections (i) through (iv) above. An extension of the ninety (90) day period may be granted under such circumstances as may be reasonably determined from time to time by the Corporation.

(vi) Within fifteen (15) days after written request by a home owner, home mortgagee or an “Approved Occupant” of a home, the Corporation shall, without charge, provide an “Approved Occupant Identification Card” and record the “Approved Occupants” for such homes as set forth in the Corporation’s records.

(vii) The Corporation shall retain all documents and records relating to its consideration of an application for “Approved Occupant” status.

#### **E. Renting**

All homeowners who intend to rent their homes to individuals whether related or not must make this intent known to the Business Office before the renter(s) commence their stay at Sweetwater. The homeowner must provide information showing the renter’s name, address, age and dates of arrival and departure. The renter must register with the Business Office at the commencement of his/her stay and complete “Form 9906 – Notice of Intent to Buy or Rent and Request for an Application for Occupancy.” It is the homeowner’s responsibility to notify the renter of this requirement. The renter will receive all necessary information about the community including an “Identification Card.” When renting, the homeowner transfers all community privileges, except any golf or social (where applicable) membership, to the party renting or staying in the house. An Identification Card must be presented to use the pub and golf course.

#### **F. Registering**

Residents must pre-register their long term guests by calling or stopping at the Business Office. Renters must also pre-register their guests. An I.D. card will be furnished, at no cost, which will insure your guests the use of all recreational facilities in your absence. An adult must accompany children under the age of 16 while using any facility. Residents of Sweetwater must accompany their guests while using the pub for the purpose of purchasing alcoholic beverages.

#### **G. Gate Openers**

Homeowners are responsible for supplying gate openers to their renters. For security reasons, gate openers are not sold to renter.

### **3. Property (Home and Lot)**

#### **A. Maintenance**

Residents are responsible for maintaining their property in good condition and shall adhere to and comply with all health and safety codes, ordinances, and laws of the Local and State Government. Homes should be periodically washed to remove mildew and shall otherwise be kept clean and in good repair. The resident is responsible for the home, structural appurtenances and all items located on the lot, as well as mowing, weeding, edging, trimming and general care of the lawn, including fertilization and treatment for insect infestation. Residents leaving for a period of more than fourteen (14) days must notify the Corporation of their leaving and what arrangements they have made to care for their home and lot during their absence. Lots and homes which are not maintained to the standards of the community may be maintained by the Corporation and a minimum fee of \$25.00 per occurrence

will be charged. The Corporation shall have the right, but not the obligation, to enter upon a lot for the purpose of maintaining the same. Residents are responsible for the maintenance of the landscaping. (Hedges shall not be allowed to grow in excess of four (4) feet in height. Trees and shrubbery must be cut back from the street line so as not to obstruct visibility for oncoming traffic. The owner should leave extra light bulbs for the acorn globes with a neighbor. The owner must leave a key for access to the storage shed so the sprinkling system can be adjusted in an emergency or during water regulations. **(approved 2-16-2016)**

#### **B. New Homes, Changes or Improvements**

No new homes may be placed in Sweetwater and no change, except for identical changes, additions or improvements may be made to the exterior of a home including any exterior color changes using Sweetwater approved colors to roofs, shutters, siding or driveways without prior approval of the Sweetwater Architectural Committee. Applications for approval of such changes must be made on a form to be obtained from the Corporation Business Office. The Architectural Committee of the Corporation shall have the responsibility of reviewing and investigating the application within seven (7) days of receipt of application and making written recommendations of approval or denial to the Corporation Board of Directors. **(approved 2-16-2016)**

#### **C. Fences**

Fences and all such types of restrictions are prohibited, other than perimeter fences, if any, which may be erected by the Corporation for the convenience and safety of all the residents.

#### **D. Clotheslines**

No outside clotheslines may be installed with the exception of removable "umbrella" types and then only with Corporation approval. Clotheslines must be removed by 6:00 PM. No clotheslines are permitted on Sundays and Holidays.

#### **E. Lawns**

Each lot must be seeded or sodded. In addition neatly trimmed and maintained Florida Friendly plantings are acceptable when approved by the Architectural Board and Corporation Board of Directors. The owner/resident (whether part or full time) shall be responsible to keep the home and lot neat and clean and the grass cut and edged at all times. **(approved 2-16-2016)** *Additional Florida Friendly recommendations can be found on the Sweetwater Website and in a Landscape Manual in the Sweetwater Business Office.*

#### **F. Noise**

Each owner shall use and shall require renters and guests to use the property in such a manner as to allow neighbors to enjoy the use of their property. Noise from televisions, radios, vehicles, pets and other sounds must be kept from annoying the neighbors. All residents, renters and guests shall observe a quiet time between the hours of 11:00 PM and 8:00 AM. Owners/renters must not allow lawnmowers, weed whackers, edgers, and/or other power equipment to be used or operated from sunset to 8:00 AM. This does not pertain to Sweetwater's maintenance personnel, whose hours commence at 6:00 AM.

#### **G. Antennas Etc**

No aerials, antennas or satellite dishes larger than 39 inches (1 meter), are allowed on any property except as may be allowed under and pursuant to the rules adopted by the Federal Communications Commission (FCC) or other applicable law. Submission of plans or drawings with regard to placement of satellite dishes must be made to the

Corporation Business Office. The Architectural Committee of the Board of Directors and/or the Manager reserves the right to approve the placement of the satellite dish and the intended plantings around it.

#### **H. Exterior Floodlights**

Exterior floodlights must be attached to the home and shaded so as not to create a nuisance to others. Driveway lights, lights in flowerbeds and other decorative lights, using low voltage, are permitted. Holiday lights (Between December 1<sup>st</sup> and January 5<sup>th</sup>) are also permitted provided they do not create a nuisance.

#### **I. Compost**

No compost or other natural fertilizer subject to decomposition odors is permitted to be maintained on a lot.

#### **J. Storage**

Storage outside of a home is not permitted. All lot storage must be within the home or within enclosed approved storage structures, except for automobiles, motorcycles, mopeds, bicycles, golf carts and grills. All outside structures for storage or utility purposes must be attached to the home, garage or carport. No free standing storage buildings shall be permitted on the property.

#### **K. Exterior Lampposts**

Exterior lamppost lights shall be erected by the Corporation in the front yard of the property with the name of the owner of the property attached hereto. No other signs or advertisements may be attached to the lamppost. All lampposts shall be uniform and have "acorn" globes with 40 watt (or equivalent) white bulb lights. During the Holiday Season only (December 1<sup>st</sup>-January 5<sup>th</sup>) the white bulbs may be replaced with colored bulbs. Lampposts shall be equipped with light sensors which shall operate year round. All acorn globes must have house numbers to assist emergency vehicles. Letters must be black 3" high cutout or translucent backing (No solid background) placed facing the street. Lampposts and signs shall be maintained by lot owner.

### **4. Home Rentals:**

#### **A. Rentals**

All rentals of homes within Sweetwater must be executed by the homeowner or by a licensed Real Estate Broker. The name of the person renting, the dates of rental agreement and verified evidence of the renter's age must be submitted to the Corporation Business Office. The owner of the property to be rented shall be responsible for ensuring that the tenants are in full compliance with all restrictions and rules governing the Sweetwater Community, and should impose the obligation to follow these rules and restrictions upon the tenant in the rental agreement.

#### **B. Duration**

No Rentals shall be for less than one month, or for a term of more than six months. Rental agreements may not be renewed or extended to permit any tenant to reside in a home for more than six consecutive months. Provided, however, as a grandfathering accommodation for the initial period following adoption of revisions to the Section 4(b) in 2013 that any rental agreement which, on the effective date of such 2013 revisions, is in violation of these duration restrictions shall be grandfathered.

#### **C. Rules**

All renters must be given a copy of the Rules and Regulations when registering at the Business Office. All residential occupancy must be in accordance with Section, 2 D above.

#### **D. Limit of Ownership**

No commercial or private entity may own or rent more than three homes at the same time in Sweetwater. Provided, however, that this shall not affect the rights of any holder of a lien or mortgage interest to foreclosure that interest and hold ownership following foreclosure for a commercially reasonable time period until the property can be sold to a new owner for residence in Sweetwater.(adopted 2/19/2013)

### **5. Automobiles, Recreational Vehicles (RV), and Golf Carts:**

### **A. Automobiles - General**

Only two (2) motor vehicles (Motorcycles, mopeds etc. are excluded) are permitted for each lot. All vehicles must be operable and parked under the carport, in the driveway or in the garage of the home. Major repairs to automobiles are not to be permitted in Sweetwater. Unserviceable vehicles or vehicles under repair must be kept in a garage or removed from Sweetwater.

### **B. RV's, Boats and Other**

Residents must notify the Corporation Business Office when bringing RV's, travel trailers, boat trailers, trailers, boats and buses into Sweetwater to receive parking instructions. No RV's, travel trailers, trailers, boats, boat trailers, buses or any other similar type of vehicle or equipment shall be permitted to be parked on the street or owner's lot in Sweetwater overnight. Overnight occupancy of RV's etc. shall not be permitted at any time. All such vehicles or equipment shall be parked in an area, if any, designated by the Corporation Business Office for storage and shall be subject to a reasonable fee for such storage as may be established by the Corporation. Major repairs to or rebuilding of RVs, boats, trailers etc. shall not be permitted on the lot.

### **C. Commercial Vehicles**

No commercial vehicles, commercial trailers, etc. are permitted parking space in the Corporation's controlled parking areas. (Parking Lot, Maintenance Yard, etc.)

### **D. Golf Carts**

Golf Carts are not permitted to be driven by anyone age fifteen (15) and under. Florida Ch. Law 99-163 SB996 states that any person operating a low speed vehicle (golf carts are defined under Florida law a low speed vehicle) must have a valid driver's license. All golf carts must have the lot or house number in 3" numbers at the front corners of the golf cart. All resident's owned or leased golf carts shall be battery operated. (any other than battery operated golf cart owned or leased before 2/21/2012 are grandfathered) **(adopted 3/10/2012)**

### **E. Speed Limit**

All vehicles must observe Sweetwater's speed limit of fifteen (15) miles per hour.

### **F. Overnight Parking**

Overnight parking is limited to the owner's driveway and areas designated by the Board of Directors, with the exception of 5B above. Overnight parking on any street shall not be permitted. Overnight parking will be permitted in the clubhouse parking lot with the approval of the Corporation Business Office. A permit is required for clubhouse overnight parking. Applications are available at the Corporation Business Office. Vehicles left overnight in the clubhouse parking lot without a permit will be towed after 24 hours and after a reasonable attempt to notify the owner. The Corporation is not responsible for any damage to any vehicle within Sweetwater.

### **G. Off Road Parking and Driving**

Driving or parking of any vehicle on the grass, sidewalks, pool decks or parking on the golf course is strictly prohibited.

### **H. Noisy Vehicles**

Noisy Vehicles including, without limitation, those without mufflers etc. will not be permitted in Sweetwater.

### **I. Vacant Lots**

Vehicles may be parked on vacant lots with the approval of the Corporation Business Office. A permit is required and application for lot parking is available at the Corporation Business Office. Vehicles violating the parking rules will be towed after 24 hours and, after a reasonable attempt to notify the owner.

### **J. Towing**

Vehicles in violation may be towed after 24 hours without notification to the owner, where necessary for safety and security, or for continued violations.

### **K. Towing Charges**

In the event a vehicle is towed as a result of a violation of the Rules, the towing and any storage charges shall be paid by the vehicle owner/violator.

### **L. Night Driving/Riding**

All bicycles and golf carts used at night must have lights and reflectors for their safety and the safety of others.

### **M. Safety**



For safety reasons, standing or riding on the back of a golf cart is prohibited.

**N. Batteries**

Flushing corrosion from batteries shall not be permitted anywhere in Sweetwater since acid will destroy seal coating on our streets.

**O. Tire, Battery and Waste Oil Disposal**

Tire, Battery and Waste Oil disposal is not permitted anywhere in Sweetwater. Battery and Waste Oil disposal in the lakes and canals is very dangerous to the environment. Residents shall dispose of tires and batteries pursuant to State and Local Law.

**6. Clubhouse/Recreation Areas**

**A. Age** No child under the age of sixteen (16) shall be permitted into the clubhouse, pro-shop, tennis courts, or other recreational areas unless accompanied by a resident or registered renter who shall assume complete responsibility and liability for the actions and safety of such child.

**B. Smoking**

The entire Clubhouse is designated as a smoke free building except for the designated smoking area outside the Pub door.

**C. Scheduling**

All activities in the clubhouse or recreation areas must be scheduled with and approved by the Corporation. Requests for scheduling and special use should be made at the Corporation Business Office.

**D. Clubhouse Fees**

There shall be a reasonable fee charged to groups or individuals for Clubhouse events not sponsored by the Corporation, which fee shall be for the purpose of covering the costs of “clean up”, utilities, etc.

**E. Clubhouse Special Rules**

There are special rules for conduct (posted in the applicable areas) and use of the clubhouse, billiard room, library, pub and pool.

**F. Loss of Clubhouse Privileges**

Violation of any posted rules and regulations or written rules and regulations are cause for immediate loss of clubhouse privileges and any other remedy available by law.

**G. Golf Cart Paths**

No walking, riding bicycles or golf carts for sight seeing is allowed on the golf cart paths during golfing hours. Shareholders and guests accompanied by shareholders may walk or use golf carts on cart paths during non-golfing hours. No pets or bicycles allowed on golf course. Violators subject to golf course fines. (adopted 2/19/2013)

**7. Garbage/Trash**

**A. Pick Up**

All household garbage shall be contained in plastic bags and placed curbside no earlier than 7 p.m. on the day preceding the scheduled day of pick up.

**B. Yard Trash**

Regular trash days are Tuesday and Friday except for holidays. Yard trash day is Wednesday. All yard trash (grass, tree limbs, etc). must be separated from household garbage and placed at the curbside no earlier than 7 p.m. on the day preceding the scheduled day of pick up. Mixing household garbage and yard trash is not permitted. Area must be cleaned up after trash has been removed.

**C. Excess Trash**

Arrangement for picking up of excess and/or bulky trash may be made with the maintenance office. The owner will be charged for any costs incurred for this removal.

**D. Trash Prohibition**

Trash originating outside of Sweetwater may not be brought into Sweetwater for disposal.

**E. Burning**

Burning of trash, leaves or other material is not permitted except by the Maintenance personnel in designate areas.

**F. Building Material and Vehicle Parts, etc.**

Building material or vehicle parts including tires shall not to be discarded anywhere in Sweetwater.

**8. Maintenance Fees and Assessments, Fines and Costs**

**A. Maintenance Fees/Assessments**

a. Maintenance fees and assessments shall be due and payable, monthly, on the first day of every month and become delinquent of the 10<sup>th</sup> business day of the month. Payments postmarked on or before the 5<sup>th</sup> day of the month will not be delinquent. A late fee of \$25.00 will be charged for each late payment. In addition, interest shall accrue on the unpaid maintenance fee/assessment at 18% per annum from the date of the delinquency until paid in full. A Notice of Lien for Nonpayment of all delinquent maintenance fees/assessments will be recorded in the Public Records of Polk County, Florida, against the lot concerned with the said delinquent account, if the amounts owed are not paid in full within 30 days following written Notice of Nonpayment to the owner.

b. Reasonable additional maintenance fees, as determined by the Board, shall be assessed for each occupant exceeding two (2) residents per home. All residents registered with the office prior to January 1, 2009 are exempted.

**B. Returned Checks**

There shall be a minimum fee of \$25.00 for any checks returned for any reason.

**C. Loss or Damage**

Owners/Renters are liable and responsible for any costs incurred as a result of loss or damage to any property and/or recreation facilities owned by The Corporation caused by themselves, their family members, guests or other such persons over whom they exercise control and/or supervision.

**D. Fees and Costs**

The Corporation shall have the right to recover all legal fees and court costs associated with collection of past due accounts.

**9. Pets**

The Corporation must approve all pets before being permitted to reside in Sweetwater. No pet is permitted in Sweetwater, whose weight exceeds 20 pounds. No more than two pets are permitted in the home. While outside all pets must be kept under leash at all times, except in the fenced in dog area by #11, exercised in the designated

areas within Sweetwater. Pet owners are responsible for the removal of their pet's litter from their lots and all other areas of Sweetwater. Walking leashed pets on the streets is permitted. However, pet owners must not allow their pets to trespass on other resident's property to relieve themselves. All pet owners must comply with all applicable state, county, city and local ordinances regarding their pets, i.e. licensing, inoculations, etc. Pets are not permitted in any of the recreation areas of Sweetwater or community buildings. Animals used for assistance of the handicapped such as Seeing Eye dogs will be permitted in the community and community buildings.

## 10. Pool and Jacuzzi Rules

### A. General Rules

- a. The pool hours shall be posted in the pool area.
- b. The pool capacity is 60 persons.
- c. The Jacuzzi capacity is 6 persons.
- d. Swimming is at the swimmer's own risk, as there is no lifeguard on duty.
- e. Persons must shower before entering the pool or Jacuzzi.
- f. No suntan lotion, soap or oil is permitted in the pool or Jacuzzi.
- g. Long hair must be either covered or tied back.
- h. Pool and Jacuzzi is restricted to Sweetwater residents, renters and registered guests only.
- i. A parent, resident or registered guest must accompany persons under the age of sixteen (16).

Children in regular diapers are not permitted in the pool. However, children in swim diapers are permitted. No person under the age of sixteen (16) is permitted in the Jacuzzi. For their own safety, persons with high blood pressure or heart problems should consult their physician before using the Jacuzzi.

j. For safety reasons, "running, horseplay diving or jumping into pool" shall not be permitted in or around the pool area.

k. Food or drink shall not be permitted in the pool or Jacuzzi areas, except in the area so designated. The designated area is under the canopy.

l. Glass or other breakable items shall not be permitted in the pool or pool area.

m. Anyone entering the clubhouse must be towel dry and have on a top or bathing suit cover and shoes.

n. Pool, Jacuzzi and pool area must be kept clean.

o. No pets are permitted in the pool, Jacuzzi or pool area.

p. Showers are for pool and Jacuzzi uses only.

q. Towels are to be used on pool furniture for hygienic reasons and to prevent staining.

r. Do not remove furniture from the pool area.

s. During special events, the pool may be closed to all but participants of the event.

t. Anyone walking, riding a bicycle or golf cart in the Community must wear a cover-up.

## 11. Children

### A. General Rules

a. All play equipment must be stored on a lot so that it is not visible from the road.

b. Children are not permitted to play in the streets without supervision of a parent or resident.

c. Construction areas are completely off limits to all children, no matter how minor the construction.

d. Guests and their hosts are responsible to see that children do not disturb neighbors or abuse property.

e. Guests and their hosts will be held financially responsible for damage caused by their children to private or Sweetwater property.

f. In the event that a child is born to a resident after the purchase of a home in Sweetwater, the residency of the resident will be terminated. The subject resident and child will be required to vacate Sweetwater within six (6) months after the date of the birth of the child.

g. All rules will apply to all visiting children.

**12. Sales and Business Activities**

**A. Home Sales and Business Activity Rules**

- a. All residents shall notify the Corporation Business Office of any intended sale of the property. Prospective buyers must complete an Application for Occupancy (Notice of Intent to Purchase or Rent) and request for an Application for Occupancy, provide verification of age and be approved by the Corporation.
- b. All "For Sale" signs shall not exceed 15" x 18" in size and are to be placed on or in the home or on the lawns, but not on lampposts. Only one (1) "For Sale" sign shall be allowed for each home, except that two (2) "For Sale" signs may be displayed for homes located on corner lots or facing the golf course.
- c. The Corporation reserves the right to control all peddling, soliciting, selling, delivering, and vehicular traffic within Sweetwater and its common grounds.
- d. Commercial, business and professional activities may not be conducted in or on a property without prior written consent of the Board of Directors.
- e. Current owners must inform all potential buyers of the necessity to register with the Business Office prior to closing. Current owners must inform the Business Office at least two (2) business day's prior to closing.
- f. Soliciting is not permitted.
- g. "Individual homes are permitted one annual yard sale per year, to be held on their property during the second weekend in the month of November." (adopted 2/19/2013)

**13. Other Prohibited Actions/Activities**

**A. General Rules**

- a. No signs or advertisements are permitted except for standard owner identification on property lamppost.
- b. Window air conditioners are not permitted in living areas, except that small air conditioners (5000-7000 Btu's), not facing the street, shall be allowed in sheds and garages.
- b. Alligators are not to be fed or taunted in any area within Sweetwater. Alligators or snakes that become a nuisance should be reported to the Corporation Business Office for removal. Do not leave food on the ground to attract unwanted animals to the area.
- c. Absolutely no outside alcoholic beverages are permitted in any of the recreational areas, including without limitation the clubhouse, the designated pool area or on the golf course. Alcoholic beverages may be purchased from the "Pub".

**14. Residential Community**

Sweetwater is a residential community. No business or commercial operation is permitted without the written consent of the Corporation. Said written consent, if received, can be rescinded with the thirty-(30) day written notice from the Corporation or immediately if said activity constitutes a threat to the health, safety or general welfare and convenience of other residents of the community.

**15. Gardens**

Vegetable gardens are not permitted on resident's property. A limited number of vegetable garden plots are available on Lake Road and plots may be obtained on an annual no fee basis by application to the Corporation Business Office. Applications will be granted on a "first come/first served" basis.

**16. Sewer and Water Lines**

**A. Sewer**

The Corporation is responsible for sewer lines to the point of connection which is at the street. The resident is responsible for the sewer line from the point of connection into and including the lines located in the home. All clogged sewer lines beyond that point of connection are the responsibility of the resident.

**B. Water**

The Corporation is responsible for the maintenance of the water wells and underground water system. The resident is responsible for the maintenance and repair of the water lines from the meter to the home and all water lines within the home.

## 17. Emergencies

Residents shall report health, fire, theft or vandalism emergencies directly to 911. The responsible government agency, concerned with handling these emergencies should respond. The resident should know and have available, the numbers of Fire, Police or Sheriff's Departments, local Ambulance Service and County Animal Control Office.

## 18. Conveniences

The public conveniences in Sweetwater are maintained as a service to the residents and are regarded as part of their home. Cooperation in keeping restrooms and any other utility building and recreational facility clean and serviceable is required. All equipment, machines or fixtures should be left clean after use.

## 19. General Rules and Regulations

### A. Damage

Residents will be held responsible for damage to the property of others and inconveniences caused by themselves and their pets, their families, renters or guests.

### B. Complaints

Valid complaints are welcomed and should be reported to the Corporation Business Office.

a. All complaints must be on the standard complaint form and signed and dated. Complaints may be registered in one of the following ways:

(i) In Writing Complaints in writing and must be signed, dated and mailed or delivered to the Corporation Business Office.

(ii) By Telephone Complaints by telephone must be made to the Corporation Business Office and will be accepted only in case of an emergency situation. Office will request caller to pick up standard complaint form, complete, sign and return to office.

(iii) By Appointment Appointments with Corporation Management or The Board of Directors for the purpose of discussing problems or complaints may be made by telephoning the Corporation Business Office.

(iv) E-Mail Complaints by E-Mail must be signed.

(v) CAP By informing "Citizens Assisted Patrol (CAP)". CAP will turn in complaint form to Business Office.

(vi) Unsigned complaints will not be answered.

(vii) Board of Directors will reply to the complainant within fourteen (14) days of receipt.

b. The names of all complainants shall be kept confidential.

c. Rule infractions will be brought to the residents' attention in the form of a personal contact or a written notice as part of the Corporation's responsibility to the residents.

d. It is the obligation of each resident to read and abide by the Rules and Regulations of Sweetwater.

## 20. Enforcement

Violators of the Rules will receive a personal contact or written notice of infractions. Each violation will be subject to a fine not to exceed one hundred dollars (\$100.00). However, a fine may be levied on the basis of each day of a continuing violation. Persistent violators may also incur loss of use of common areas and recreational facilities for up to one year. No fine or loss of privileges may be levied except after giving reasonable notice and opportunity for a hearing to the person involved and if applicable, his family, guest or renter. The hearing shall be held before a

committee of five (5) owners, other than Board of Director Members, to be appointed by a majority vote of the Board of Directors. The recommendations of that committee shall be binding on the Board of Directors of the Corporation.

Approved and Adopted by the Board of Directors of Sweetwater Community, Inc., Shareholders, this 30<sup>th</sup> Day of March, 2009.

Frederick Mullin  
President

Kyle Ewing  
Secretary

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2009, by Frederick Mullin and Kyle Ewing who are personally known to me.

Kari Larson  
Notary