

91.50 Rec.

After recording return to:
William S. Bilenky, Esq.
8990 E. Sweetwater Drive
Inverness, Florida 34450

FILED & RECORDED
CITRUS COUNTY Florida
BETTY STRIFLER, CLERK

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FIRST AMENDED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
SWEETWATER POINTE

VERIFIED BY:

W

D.C.

THIS DECLARATION, made on the date hereinafter set forth by the Sweetwater
Pointe Homeowners Association of Citrus County, Inc. (hereinafter referred to as
"Association").

WITNESSETH:

WHEREAS, Declarant is a Florida not-for-profit corporation comprised of all of
the lot owners located in SWEETWATER POINTE, a subdivision, according to the plat
thereof, recorded in Book 727, Page 0438 et seq. of the Public Records of Citrus
County, Florida, (hereinafter sometimes referred to as "Property" or "properties" or
"SWEETWATER POINTE");

WHEREAS, the Association is interested in amending the Covenants, Conditions
and Restrictions to better reflect the interests of the community and to correct errors in
them and delete references to the developer which no longer has an interest in the
development.

NOW THEREFORE, The Association, after a duly noticed meeting did hereby
approve and adopt, pursuant to the Declaration in existence at the time, the following
First Amended Declaration of Covenants, Conditions and Restrictions of Sweetwater
Pointe that it hereby declares will apply prospectively to all of the properties described
above which 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, said 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 inure to the benefit of each owner
thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Sweetwater Pointe Home
Owners Association of Citrus County, Inc., its successors and assigns, hereinafter

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referred to as "Association".

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or portion of a Lot, which portion is or may be used as a single family residence. Owner shall include contract sellers, but exclude those having such interest merely as security for the performance of an obligation.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described in Exhibit "A" attached hereto, as Sweetwater Pointe, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subjected to this Declaration.

Section 4. "Common Area" shall mean all real property or personal property, including but not limited to perimeter fences, entranceway(s), landscape buffers, passive recreation areas, drainage easements and retention areas; and open green areas; docks, if any; canals, ponds, portions of internal lakes and/or other waterbodies depicted on the plat of Sweetwater Pointe; roadways; non-exclusive easements for ingress or egress; landscaping, shrubbery and other plant specimens; drainage and stormwater management control devices; and such other areas as the property as designated upon the plats, all owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to the platted lots or portions of said lots shown upon the recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to the Association, or any successor and assigns of a portion or all of its rights hereunder.

Section 7. "Declaration" shall mean and refer to this First Amended Declaration of Covenants, Conditions, and Restrictions of Sweetwater Pointe unless otherwise expressly provided.

Section 8. "Common Area Easements" shall include all nonexclusive easements granted to lot owners on the plat, in the conveyance of title, by this document or otherwise, for the purpose of reasonable, orderly use of the common areas in such a

way as to not be detrimental to the rights and property values of the other lot owners and/or the Association.

Section 9. "Building unit" shall mean a single family residential dwelling located on a lot.

Section 10. "Yard" shall mean that portion of any Lot that is landscaped and is not intended to include any paved driveways or the footprint of a Building Unit.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area as defined in Article I hereof which shall be appurtenant to and shall pass with the title of Lot and/or portion of a Lot (upon which a single family residence may be constructed), subject to the following provisions:

(a) the right of the Association to charge reasonable maintenance, management, user and other fees for the maintenance, management of or, use of any common areas, and the maintenance and management of stormwater management control devices situated upon the Common Area or properties; at this time, no admission fee is contemplated over and above the annual assessment fee be charged by the Association for maintenance and management of common areas, water ways, and stormwater drainage management plans or control devices;

(b) the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area, or utility lines or cable access, if any, to any public agency or private entity, authority or utility for provision of water distribution, waste water collection, telephone and cable TV transmission, electrical service, and garbage collection service.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the bylaws, his right of enjoyment to the Common Area and facilities, to the members of his

family, tenants or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a single family residence which is located on a lot or portion thereof and every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any single family residence and/or Lot which is subject to assessment.

Section 2. The Association shall have only one class of voting membership:

Members: Members shall be all Owners of a lot or single family residence, and shall be entitled to one vote for each single family residence owned or each lot owned. When more than one person holds an interest in any building unit or lot, all such persons shall be members. The vote for such single family residence or lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any single family residence or lot. Whenever a vote is required of the membership, the number of votes needed to pass the item up for a vote shall be as set forth herein, and if not stated, then shall require seventy-five percent (75%) of the total number of votes of the membership.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Association, for each single family residence and/or Lot owned within the Properties, hereby covenants and each Owner of any single family residence and/or Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) stormwater or surface water management assessments to operate and maintain the stormwater or surface water management system; with all such assessments to be established and collected as hereinafter provided. All assessments, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall be a charge on the land and shall

be a continuing lien upon the Lot and or single family residence against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the person(s) who was the Owner of such Lot or single family residence at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the retention of property values of the Association and the owners, and, further, to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement, operation, care and maintenance of the Common Area, Stormwater or Surface Water Management Control Devices or System, shrubbery or landscaping of common areas, canals and waterbody weed control and maintenance . The Association shall not be obligated to maintain any owner's pool, fence, exterior walls, roof, yard, or landscaping or other Improvements on a lot. However, the Association has the right to maintain such item(s) if a unit owner fails to maintain said item(s), after the Association provides sixty (60) days written notice of said failure to maintain to an owner of a lot, by delivery of said notice in writing to the property itself and to the address listed on the Citrus, County tax rolls for the property in question; and a special assessment shall be made to cover all costs related thereto. Any disputes regarding the fact that the property in question was not properly maintained or that proper notice was given, shall be determined by arbitration, according to the rules of the American Arbitration Association, except, that the arbitrators shall be lot owners or single family residents in Sweetwater Pointe.

Section 3. Maximum Annual Assessment. The assessments will be collected by that Association, which will use said assessments to pay for:

(a) Insurance upon the drainage control devices, entrance way, water bodies and other common areas;

(b) maintenance costs for the entrance way, drainage control swales, drainage control devices, underwater weed harvesting of ponds and lakes, and mowing the common areas;

(c) accounting and legal costs reasonably related to the function and requirements of the Association;

(d) taxes on the common areas, and drainage control swales and devices, if any;

(e) costs of secretarial, management, postage, telephone, electrical and other administrative costs, reasonably related to the operation of the Association.

The assessment shall be payable monthly or by a vote of the Board of Directors, quarterly.

The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum amount necessary to pay the expenses of the operation of the Association and to minimize any Federal Income Tax liability to the Association. Monthly assessments shall be uniformly assessed in equal amounts for Lots and for single family residences regardless of character.

Any extraordinary property tax increase or increases in the cost of liability insurance that occurs, so that the budgeted monthly or annual per lot or single family residence amount; for taxes on the common area, is exceeded, will result in such excess being passed to the lot or single family residence as an extraordinary special assessment for that lot or building unit.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any stormwater management or drainage control devices, provided that any such assessment shall have the assent of two-thirds (2/3) of the total membership who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 & 4 .

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, a quorum shall,

be established when twenty-five percent (25%) of the lot or single family residents are present at a duly called meeting of the Association.

Section 6. Uniform Rate of and Method of Payment of Assessment. All monthly and special assessments must be fixed by the Association at a uniform rate for all Lots. Assessments of any and all kinds shall be payable to the Association on or before the first of each month unless assessed quarterly, then payment shall be due on the first of the month or the quarter; payments made more than 15 days late shall result in a \$25.00 late charge per late payment; checks that are returned for any reason shall result in the lot or single family residence owner paying a \$25.00 administrative bookkeeping fee; the existence of more than two (2) returned checks shall result in the lot owner or single family residence owner paying assessments in cash for twelve (12) months.

Section 7. Date of Commencement of Assessments: Due Dates. The Monthly assessments provided for herein shall commence as to all lots on the closing of the contract to acquire a lot. The Board of Directors of the Association shall fix the amount of the monthly assessment or other assessments against each single family residence and/or Lot at least thirty (30) days in advance of each monthly or quarterly assessment period. However, the failure of the Board to so fix the assessment, shall not eliminate the assessment or the requirement to pay said assessment. If the Board fails to fix any monthly assessment, then the assessment shall be for the then ensuing year that same amount as the prior year, payable monthly or quarterly, in monthly or quarterly pro rate amounts, until the Board is able to fix said assessment. Thereafter, the assessment shall be paid, ratably as to the new amount, for the balance of the year. Written notice of the assessments shall be sent to every Owner subject thereto. The due dates shall be the first of each month, unless otherwise established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified single family residence and/or portion of a Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a single family residence and/or portion of a Lot is binding upon the Association of the date of its

issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate equaling the prevailing prime rate of First Florida Bank, N.A. (Tampa, Florida) plus 4 percentage points, as of the date of assessment, per annum so long as the total rate charged does not exceed the highest lawful rate allowed by law. Reference to said bank in no way obligates said bank to any assessment, obligation or payment for items set forth hereunder. If said bank is acquired or merges with another bank, then the prime rate of the successor bank shall be the benchmark for the rate set hereunder. The Association shall record a lien in favor of the Association once it is evident that the owner is not cooperating in the payment of the assessments. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his building unit and/or portion of a Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage provided that a claim of Lien has not been recorded by the Association in the Public Records of Citrus County, Florida prior to the recordation of such first mortgage. Sale or transfer of any single family residence, and/or portion of a Lot shall not affect the assessment lien. However the sale or transfer of any single family residence and/or portion of a Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall not extinguish the lien of such assessments to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such single family residence or portion of a Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building fence, wall, horse barn, dog house, cat house, pet control, or housing structure, boat house, boat dock, detached garage, pool or pool related

structure, satellite TV dish or satellite signal receiving device or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

USE RESTRICTIONS

Lots shall be used solely for residential single family dwellings and related yards. The dedications in the plat of the Sweetwater Pointe shall establish the common areas, as to use for stormwater management, drainage retention, ingress and egress, canal use, and other common area use. Said dedications or plat notes shall restrict the use of said common areas. The provisions of this document, to the extent not inconsistent with the plat dedications and notes, shall also restrict the use of said common areas.

Section 1. Violation. If any person shall violate or attempt to violate any of the covenants herein; it shall be lawful for the Association or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages, if ascertainable, or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees including all appeals.

Invalidation of any of these covenants by judgment of court order shall in no way effect any of the other covenant and provisions contained herein, which shall remain in full force and effect.

Section 2. Residential Building Unites and/or Portions of Lots. All single family residences and Lots included within the real estate to which these restrictions pertain shall be known and described as residential Lots.

Section 3. Setback. All single family residences or structures shall be set back from any roadway at least 50 feet, except where such setback would prohibit the use of a lot as a site for a single family residence. All single family residences shall be set back at least 25 feet from any side yard, except where such set back would prohibit the use of the lot as a site for a single family residence. No structure can be built over or on or within 20 feet of a stormwater management or drainage control structure, swale or easement. No structure can be built within 30 feet of the mean high water mark for any lot which fronts on any water. All governmental set back ordinances, statutes, or rules must be compiled with. To the extent that the foregoing works a hardship on a lot owner, the Board of Directors of the Association may grant a variance to the setback requirements after holding a duly called special meeting of the membership, and considering the equities of the interests involved and the degrees of variance requested.

Section 4. No Offensive Activity. No noxious or offensive trade or activity shall be carried on upon any single family residence or structure and/or portion of a Lot and/or horse barn, dog house, cat house, pet control or housing structure, boat house, boat dock, detached garage, pool or pool related structure, satellite TV dish or satellite signal receiving device nor shall anything be done thereon which constitutes a public nuisance. No cars may be parked on any public street other than an occasional, temporary or isolated event; and, said parking shall be subject to existing governmental regulations; and, if in doubt, any lot owner can request the Association to determine if said parking constitutes a nuisance and take such appropriate action as is warranted.

Section 5. No Temporary Structures. Unless otherwise specifically allowed or permitted under these covenants, no trailer, basement, tent, shack, detached garage,

barn, shed, toolhouse or other outbuilding shall at any time be placed temporarily or permanently upon the Property, nor shall any Property improvements be made to said property until and unless such owner shall first obtain the written approval from the Association appointed Architectural Control Committee. Notwithstanding anything herein to the contrary, a lot owner, who owns at least two (2) contiguous acres may, construct a horse barn, and/or any lot owner may construct, subject to approval of the architectural control committee, a dog house, cat house, pet control or housing structure, boat house, boat dock, detached garage, pool or pool related structure, satellite TV dish or satellite signal receiving device, or install a tent solely for the recreational enjoyment of the lot owners, their pets or their children. Any tents shall be used for recreation, be of a temporary nature, not permanently installed, not used for residential living purposes, placed in the rear yards, and of a color not offensive to the character of the development. All such proposed changes must be consistent with and in conformity with a appropriate rules and regulations of all governmental agencies.

Section 6. Fences. All fences shall comply with the existing zoning ordinance and be approved by the Association appointed architectural control committee. It is the intent of the Association to create and maintain a harmonious appearance for fence and residential exteriors, in the properties. Fences may be constructed of wood, stone, or metal, but the final design of any fences must be approved, as stated above, prior to construction and installation.

Section 7. Easements.

(a) The Association is hereby granted and given, a perpetual, alienable, and releasable easement, privilege and right on, over, and under the Common Areas and 20 feet along the side lot line of each Lot, the 50 feet along the front lot line of each Lot, the drainage or stormwater management structure or swale located on each Lot, and the water front area of each waterfront or pondfront Lot or building site for all, the utilities, cable TV, and the necessary, ordinary, or reasonable maintenance and upkeep of drainage or stormwater management structures, waterfront areas, water bodies, docks If any, nor other structures. The same reservation shall occur for those areas depicted in the plat of Sweetwater Pointe as being designated common areas or

drainage areas or roadway areas or water body or canal areas.

(b) The Association shall have the unrestricted sole right and power of alienating and releasing the privileges, easements and rights referred to in this section and in any plats of property. The Owners of the any Lot subject to the privileges, rights and easements referred to in this section shall acquire no right, title, or Interest in or to any pipes, lines or other equipment or facilities placed on, over, or under the Property which is subject to said privileges, rights and easements. All easements created in this Section are and shall remain private easements and the sole and exclusive property of the Association.

Section 8. Parking. No parking facilities are allowed on any single building unit, building unit and/or portion of any Lot except as set forth in the plans approved by Declarant. No wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked in a state of disrepair on the public road or between the paved road and residential structures. Said vehicles, boats or objects may be so kept, only if completely inside a garage constructed in accordance with the provisions of this Declaration. Private automobiles or vehicles of the occupants may be parked in the driveway. No wheeled vehicle or boat shall be kept or parked in front or side yard of any building unit and/or portion of any Lot or on a public road. No trailers or recreational vehicles shall be maintained or kept on any building unit and/or any Lot and/or any public road.

Section 9. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any building unit and/or portion of any Lot, except that each household may keep not more than four (4) household pets, provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding anything to the contrary, lot owners who own at least two (2) or more contiguous acres, above the mean high water mark of any water body, if waterfront, may own and keep up to four (4) horses upon their lot(s) provided that they are not kept, bred or maintained for any commercial purpose. Any structure contemplated for housing the horses must be built in accordance with these provisions and after approval of plans by the Declarant, if it owns lots in the properties, or the Association or its architectural control committee. No pets

or horses shall be maintained in any offensive or noxious or unsafe manner.

Section 10. Architectural Control Committee Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Association appointed Architectural Control Committee shall have the right and authority to waive such violation.

Section 11. Trash. No single family residence, structure or portion of a Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in closed containers and, all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Trash removed by the Association from a lot shall result in a special assessment against that unit owner, payable and collectable in a manner similar, to annual assessments.

Section 12. Signs. No sign of any kind may be displayed to the public view on any building unit or portion of a Lot except to advertise the sale or lease of the Property may be of any size consistent with those customarily used to advertise the property for sale or lease. . Signs of subcontractors, suppliers and lending institutions may only be placed, if written approval, is first obtained from the Association appointed architectural control committee.

Section 13. Common Area, Recreation Area, Drainage Areas, Retainage Area, and Private Drive, if any. No Improvements shall be constructed upon any portion of the Common Area, Passive Recreation Areas, Surface Water Management Drainage and Retainage Areas and Easements or canals or waterbodies without the approval of the Association appointed Architectural Control Committee. These areas shall be maintained by the Association as open areas, recreation areas, drainage areas or retainage areas or as canals or waterbodies as provided in this Declaration, the plat of the Property (as set forth in the designations or plat notes therein) or as otherwise designated but, all for the use and benefit of all single family residence owners and lot owners.

(a) No activities constituting a nuisance shall be conducted upon Common Areas, Recreation Areas, Drainage Areas, Retainage Areas.

(b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon Common Areas.

(c) These covenants and any Association adopted rules and regulations concerning use of the Common Area, Recreation Areas, and Private Drives, shall be binding upon all members of the Association.

(d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the association and any other governmental liens which may be assessed against the Property owned by the Association. The Association at all time shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. Said insurance policies shall be in the name of the Association and for the benefit of the Association members and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this declaration. The Board of Directors may obtain such other type of insurance as they deem advisable. The sum and extent of such insurance coverage at all times shall meet all requirements, if any, applicable to the Common Arena

(e) At all times hereafter, all capital improvements to the Common Area and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of the total membership, who are voting in person or by proxy at a meeting duly called for this purpose.

(f) The Association shall have the rights to and the right to exercise or to delegate, if appropriate, any and all powers, rights and privileges related to the operation of and maintenance of the surface water management system and stormwater discharge facilities, related to SWEETWATER POINTE. These powers include, but are not limited to, operating and maintaining the surface water management system, as permitted by the Southwest Florida Water Management District; establishing rules and regulations; assess members for the costs of such activities; and contracting with any person to provide the services for operation and

maintenance. In the event the Association is dissolved and not reinstated, then the surface water management system shall be operated and maintained by a public, quasi-public, or private agency or entity, acceptable to the then existing regulatory agency, and all persons bound by this Declaration of Covenants, Conditions and Restrictions shall release, and by their acceptance of deeds and membership in the Association, hereby agree to release and transfer the rights and authority to said entity.

Section 14. Property Maintenance. The lot owners and single family residence owners, respectively shall maintain the lots or single family residences owned by the respective owners and all landscaping and all shrubs located on said lots or building units. The Association shall maintain all common areas. In the event an owner of any single family residence or structure or Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Association appointed Architectural Control Committee, the Owner shall be notified (as provided herein above), and given sixty days within which to correct or abate the situation. If the Owner fails to do so, the Committee shall have the right (although it shall not be required to do so) to enter (subject to the notice provisions and/or dispute provisions set forth herein above) upon said Lot for the purpose of a repairing, maintaining and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the owner of said single family residence, structure, or portion of said Lot. The cost of such repairs, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof, become effective only upon the filing of a written claim of lien. The form, substance and enforcement of said lien shall be in accordance with the mechanics lien law of the State of Florida, and the Owner of said building unit, dwelling or portion of said building unit, dwelling or portion of said Lot shall, by virtue of having acquired said Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien except if a Claim of Lien has been filed in the Citrus County Public Records prior to the recordation of such first mortgage.

Section 15. Signal Receiving and Transmitting Device. Except for antennae and satellite dish or satellite receiving device (not to exceed one per single family residence)

which shall be approved by the Association prior to installation, neither antennae, nor satellite dishes, nor any other device used to transmit or receive audio or visual, signals may be placed or installed on any single family residence, structure or portion of any Lot except in the interior of a residence if same is not visible from the exterior. The Association hereby declares that television lines (if any) already in place, at the date of recording this document shall be deemed to be placed consistently with the terms and provisions of this Declaration.

Section 16. Minimum size; no mobile homes; setback areas use restrictions.

The minimum size for residential dwellings shall be 2,000 square feet of living air conditioned area, exclusive of garage, and/or porches. A minor variance may be granted by the architectural control committee, in the event that the lot configuration and setback requirements do not allow for the layout of a 2,000 square foot residential dwelling, exclusive of garage and/or porches. No mobile homes of any size or description shall be permitted as residential dwellings on any lot or portion of a lot to the properties. A mobile home is a structure that is so designated by the Division of Motor Vehicles, State of Florida, and requiring licensing and/or title as a mobile home.

Easements for the installation and maintenance of utilities and drainage facilities are reserved by the Association and/or its successors or assigns within the front side and rear setback areas specified in this Declaration. Within these easement/setback areas no structure, fence, dwelling, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements. The easement area shall be maintained continuously by the lot owner, except for those improvements for which a public utility company is responsible.

Section 17. Violations of this Declaration. The Board of Director by a majority vote held at a regularly scheduled meeting or special meeting called for the purpose of addressing complaints concerning alleged violations of this Declaration shall proceed consistent with this Section.

(a) All complaints alleging a violation of this Declaration or rules adopted

pursuant to this Declaration, shall be in writing and submitted to a member of the Board of Directors, and shall contain the following minimum information:

(i). The location of the alleged violation, that is, the address of the Lot and the name of the Owner.

(ii). A description of the alleged violation including a reference to the specific article or section of the Declaration violated.

(iii). The date and time or the duration of the violation.

(b) The Board of Directors shall undertake an informal investigation of the allegations and if it appears that the particular article or section is being violated, the Board shall send a letter to the Owner including a copy of the complaint and requesting that Owner to:

(i). Abate the violation; or

(ii). If it cannot be abated immediately, indicate a reasonable time in which the violation will be cured; or,

(iii). explain in writing why the conduct is not in violation of the article or section of the Declaration.

(c) If the Board of Directors at a duly noticed meeting decides that the suggested period for curing the violation is not reasonable or if the Board decides that the explanation why the conduct is not in violation is not correct, the Board shall place the item on an agenda for a meeting of the Association called for that purpose. The Board shall provide for the Association meeting, a recommendation of how to proceed on the complaint, open the meeting for discussion and call for a vote of the Association. It will only require a majority vote of the quorum to authorize the Board to proceed.

(d) A complaint to the Board of Directors may be made by any Owner of a single family residence or Lot, the architectural control committee or by the Board on its own motion.

(e) The Board may recommend any remedy provided for in this Declaration, including a fine, self-help or any remedy available at law or in equity.

(f) In any action at law or equity instituted pursuant to this complaint procedure, the prevailing party is entitled to the recovery of its attorney's fees and costs associated

with the litigation.

In all steps in this procedure, the complainant, will be kept apprised of all correspondence and communication. In all steps, the Board shall impose reasonable times for responses and notices. If the Association votes to use self-help, the Association will be entitled to recover from the Owner the costs incurred by the Association of bringing the violation into compliance with the Declaration.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement: The Association or any Owner, or any governmental agency whose rights or rules are affected herein 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 the Declaration by claim for damages, and, specific performance. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party, in an enforcement litigation, shall be entitled to an award of reasonable attorney's fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by Judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Duration of Covenants. The covenants and restrictions of this Declaration shall run with and bind Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 4. Amendment. This Declaration may be amended during the next fifteen (15) year period by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners and thereafter by an instrument signed by not less than sixty-six and two-thirds percent (66 2/3%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has
hereunto set its hand and seal this 6 day of June 2002.

SWEETWATER POINTE
HOMEOWNERS ASSOCIATION OF
CITRUS COUNTY, INC.

Michael L. Shelton
MICHAEL SHELTON,
President

Wendy Thomason
Witness Wendy Thomason

Alicia Breenahan
Witness Alicia Breenahan

STATE OF FLORIDA
COUNTY OF CITRUS

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared, Michael Shelton, President of the Sweetwater Pointe Homeowners Association of Citrus County, Inc., to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

WITNESSED my hand and official seal in the County and State last aforesaid
this 6th day of June 2002.



Alicia Breenahan
My Commission DD062887
Expires October 3, 2006

Alicia Breenahan
Notary Public
My commission expires 10-3-05

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LEGAL DESCRIPTION:

Begin at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 27, Township 19 South, Range 20 East, Citrus County, Florida; thence N 00° 00'56" E 677.70 feet; thence S 89° 05'32" W 1320.70 feet to the East Right of Way line of Old Floral City Road as shown In Citrus County Prescription Road Plat Book 1, Page 8; thence N 00° 36'38" W 430.35 feet along said Right of Way; thence N 89° 04'17" E 1325.69 feet to the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 27; thence N 00° 01'49" E 237.18 feet along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 27; thence 89° 03'03" E 1329.90 feet along the North line of the Southeast 1/4 of the Southeast 1/4 to the West line of the Southwest 1/4 of Section 26, Township 19 South, Range 20 East; thence N 00° 01'23" E 860.81 feet along the West line of the Southwest 1/4 of said Section 26; thence S 59° 58'18" E 1557.76 feet; thence S 00° 16'53" E 1413.87 feet along the West line of the Northeast 1/4 of the Southwest 1/4 of said Section 26; thence N 89° 24'09" E 1357.13 feet along the South line of the Southwest 1/4 of said Section to the South 1/4 corner of Section 26, Township 19 South, Range 20 East said point also being the Northeast corner of the Northwest 1/4 of Section 35, Township 19 South, Range 20 East, thence S 00° 18'11" W, along the North-South Mid-Section line of said Section 35, a distance of 712 feet, more or less, to a point on the waters of Lake Tsala Apopka, thence Westerly, Northwesterly, Northeasterly, Northwesterly, and Southwesterly along said waters to a point on the South line of Section 27, Township 19 South, Range 20 East, said point being N 89° 05'32" E from the Point of Beginning, thence S 89° 05'32" W along said South line a distance of 485 feet more or less to the Point of Beginning.

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