

AMENDED AND RESTATED RESTRICTIVE COVENANTS  
OF  
SWEETWATER CREEK SUBDIVISION

1. The herein described lots and every piece, part, and parcel thereof in Sweetwater Subdivision shall be used for single family purposes only and each record owner shall be a member of the Sweetwater Creek Property Owners Association, Inc. (herein referred to as "SCPOA" on occasion) while he or she has record title to a lot or lots or any portion thereof on the above-described Land and upon transfer of his or her interest, he or she shall immediately cease to be a member. Each member shall be entitled to one vote; however, to the extent a lot is owned by more than one (1) person, there shall be only one (1) vote exercised per lot as further specified in the By-Laws of the Association. There are a total of 129 lots and therefore, there shall be no more than 129 votes.
2. The word "plot", wherever used herein, shall mean the entire piece of land on which a residence is situated, or is to be situated, be it one lot, more than one lot, parts of more than one lot or less than one lot which meet or meets the plot size requirements of these restrictions.
3. Each one story house shall contain at least two thousand (2,000) square feet. Each two story house shall contain at least two thousand five hundred (2,500) square feet. Each one-and-a-half story house shall contain at least one thousand seven hundred (1,700) square feet in the first floor and seven hundred (700) square feet in the second floor. When computing the size of a house, the area included in the open porch and garage areas shall not be included, and the aforesaid square foot requirements pertain to enclosed living area only, including exterior walls of the house. Each house shall have a garage for not less than two automobiles with a total of at least five hundred (500) square feet including utility or storage areas. Total off street parking spaces plus garage spaces must equal the vehicles owned so that no on street parking will be required.
4. A house or garage on a water lot may not be closer than 25 feet to the rear plot line.
5. Covered walks, utility, and storage rooms, which are a part of a garage are subject to the foregoing setback requirements for garages, as are outbuildings, including but not limited to glass houses and screen enclosures with screen roofs, with the further requirement that outbuildings shall be located only in the rear yard. Screen or glassed-in porches are subject to the foregoing set-back requirements for houses.
6. Pools with screen enclosures may extend to within 20 feet of the rear plot line.
7. No carport shall be allowed.
8. Garages may be in the front or side yard and if so are subject to the same set-back requirements as the house proper. All garages must have a suitable working device which will enable the automobile operator to open and close the garage door conveniently without leaving the automobile.
9. No fence or wall or replacement fence or wall of any type shall be erected on any lot or building plot unless such fence wall is approved by SCPOA, or its assigns, said approval to be secured in writing prior to erection and following submission to SCPOA, of drawing or written description which fully describes said fence or fence wall and its location.

10. All fences or walls will be required to meet aesthetic standards as established by SCPOA. No fence or wall shall exceed the height of six (6) feet, and no fence or wall shall be installed in such a way that it is visible from the street side of the Sweetwater perimeter wall. Properly designed and constructed fences must be built with high quality materials and be built in accordance with specifications approved and adopted by SCPOA. A Project Approval Form must be submitted to and approved by SCPOA prior to installation. The Board of Directors may adopt or amend fence or wall guidelines and specifications from time to time to regulate style, material, height, appearance, color, size, location, orientation and workmanship so long as same are consistent with this provision.
11. All air conditioner compressors shall be shielded from view with shrubbery, fencing or walls which have been approved by SCPOA, so as to be wholly or substantially not visible from a street or any other plot.
12. Roofing materials must be of high quality such as tile, metal, high quality architectural shingles, or other such material as specified in the guidelines and specifications approved and adopted by SCPOA. Roof design and material are required to follow the common scheme of the neighborhood. A Project Approval Form must be submitted to and approved by SCPOA prior to installation. The Board of Directors may adopt or amend guidelines and specifications from time to time to regulate material, color, style, quality and workmanship.
13. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, and similar structures or installations, shall be placed under the surface of the ground or shall be shielded from view with shrubbery, fencing or walls which have been approved by SCPOA, so as to not be visible from a street or any other plot. No clothesline, permanent or portable, shall be placed so as to be visible from the street or from adjacent or nearby plots.
14. There shall be no mobile homes, buses, unregistered or inoperative vehicles stored or kept on the property.
15. Utility trailers, watercraft trailers, motor homes or campers shall not be stored or kept on any Lot or on the street unless being actively loaded or unloaded. Such trailers or vehicles may be stored in a garage. Boats and other watercrafts may be on the Lot for a short duration not to exceed twenty-four (24) hours for the purpose of preparation, maintenance, or cleaning. Any exceptions to the foregoing require written approval of the Board of Directors. Trailers allowed under this provision shall not be parked so as to block sidewalks or interfere with the flow of traffic on the streets. Any non-compliance with this provision shall result in a fine of up to \$100 per day. Said fine shall continue on a daily basis until the violation is rectified, except that the fine may not exceed \$5,000 in the aggregate.
16. No boat houses of any type shall extend or be located wholly or partially over the water. No permanent roof or cover shall be constructed above a boat that is kept in or over the water. No boats shall be kept out of the water, either on or off a trailer, except in a garage or specially constructed, enclosed structure, which is approved by SCPOA. Provided, however, boats having an overall length of less than twenty-eight (28) feet may be kept suspended from davits, and boats having an overall length greater than twenty-eight (28) feet may be kept suspended on a boat lift, either of which has been constructed in accordance with the plans and specifications provided by owner and approved by SCPOA.

17. The construction of a new dock or any changes to or replacement of an existing dock must be approved in writing by SCPOA, and shall comply with the regulations and requirements of all relevant local, county, state and federal government agencies. No unsightly fender material, such as automobile tires, may be used.
18. The erection of a new house, the repair of any house or structure damaged by fire or otherwise, or the remodeling/renovation of any house on any lot or plot, shall be completed without unreasonable delay. Should the owner leave such house or structure in an incomplete condition for a period of more than six (6) months, then SCPOA is authorized and empowered at its discretion either to tear down and clean from the premises said house or structure which is incomplete or in need of repair, or to complete or repair it in a manner deemed proper in the discretion of SCPOA. Expenses so incurred by SCPOA, shall be assessed against such plot, and if unpaid shall be collectable in accordance with Florida statutes. Owners must ensure that continual progress is made throughout the construction process. Additionally, owners must ensure that the construction site is maintained in a neat and orderly manner.
19. No sign of any kind shall be displayed on any lot or plot except a sign advertising said plot for sale or lease and a sign stating that the premises is protected by an alarm company. Signs advertising a plot for sale or lease shall be displayed no higher than twenty-four (24) inches from the ground. Such signs shall not be greater than twelve (12) inches in height or eighteen (18) inches in width and shall have no more than two sides. Such signs shall be a one-half (1/2) inch MDO (Medium Density Overlay) sign painted front and back and mounted on one 2 inch by 4 inch (2X4) post. The background of the sign and the post shall be painted in accordance with the sign specifications adopted and approved by SCPOA. Other features of such signs may be determined by the Board of Directors from time to time. There shall not be more than two signs on any plot with one sign permitted in front of and one sign behind the principle structure. The placement of such signs shall be not less than twenty two (22) feet from the edge of the street or sea wall abutting the plot. The permitted text on the sign includes: (a) the words "For Sale" or "For Lease", (b) the name of a real estate broker or the name of the owner or the words "By Owner", (c) the name of a real estate company, and (d) a single telephone number or email address. Each sign from an alarm company shall be no larger than 144 square inches. The Board of Directors shall have the right to remove a sign which does not comply with the foregoing requirements three days following written notice to an Owner of the failure to comply with this restriction and said entry upon the plot shall not be a trespass.
20. Only pets of a normal domesticated household type (such as cats, dogs, rabbits, fish and birds) are permitted. No monkeys, poultry, horses, cows, swine or livestock may be kept within a dwelling or on a lot. Pets must be carried, leashed or otherwise restrained at all times when outside of a dwelling or a fully-enclosed fenced lot. Invisible fencing shall not be acceptable as a restraint. No pets shall be permitted to roam freely. Commercial activities involving pets, including but not limited to breeding for sale, is prohibited. All pets shall be licensed as required by the appropriate local authorities. Each Owner shall immediately remove their pets' feces from lots and common areas. Aggressive or nuisance animals shall be removed upon written demand of the Board of Directors.
21. Each waterfront lot owner shall be responsible for maintenance, repair and replacement of the sea wall along their waterfront.

22. No noxious or offensive trade or activity shall occur upon or incident to any plot, nor shall anything be done thereon which is an annoyance or nuisance.
23. No existing structure shall be moved onto any lot or plot except for tool houses which are used by the house building contractor and which shall be removed after completion of improvements.
24. No structure or shelter of any type of a temporary nature or character shall be used as a residence.
25. No television or radio antenna of any kind shall be located on a house, or on any other location on a building plot, where said antenna may be seen from the street or adjacent lots unless the placing of said antenna has been approved in writing by SCPOA.
26. Each plot with a house thereon shall have a sprinkler system which provides coverage for ground areas on said plot and adjacent parkways. Each plot shall be attractively landscaped with written approval of the design by SCPOA. Hedges, shrubbery, or trees within twenty (20) feet of a waterfront boundary must not be of such height or density as to unreasonably obstruct the view of the water from adjacent plots. All lots in Sweetwater shall be maintained in a first class condition including mowing and edging of lawn, fertilizing, controlling weeds and any lawn or shrub disease. All shrubs and trees shall be properly maintained and trimmed. The roots of any trees or shrubbery which are causing the raising, buckling or cracking of adjacent sidewalks shall be trimmed by the lot owner so as to alleviate the problem and prevent further damage. All irrigation systems shall be properly maintained in an operable condition. In the event the lot owner is not going to permanently occupy a property due to a lease or part-time residency, such owner shall contract with a landscape contractor for the purpose of maintaining the lot as stated herein and the owner shall provide the name(s) and contact information of such landscape contractor, along with a copy of the contract, to the Board of Directors. The Board of Directors reserves the right to enter upon the property and adequately maintain the lot as required herein in the event of a violation after providing the lot owner fourteen (14) days written notice. In the event SCPOA incurs any expenses to maintain a lot, after said notice, the expense shall be assessed against the lot and may result in a lien and a foreclosure for the non-payment of assessments as elsewhere stated in the Declaration.
27. All houses and all outbuildings such as garages, utility rooms, swimming pools, screen enclosures, bathhouses, etc. or additions or renovations thereto, including exterior painting, must be according to plans which have the written approval of SCPOA, prior to commencement of construction or painting and shall meet all requirements contained in these restrictions. Exterior paint colors must be approved in writing by SCPOA prior to commencement of painting. The Board of Directors may adopt or amend an approved color palette, and painting or repainting of the home (even if repainting the existing color) shall be in compliance with such color palette as adopted or amended at the time of painting or repainting. SCPOA may, at its discretion, and solely on the basis of its aesthetic standards for SWEETWATER SUBDIVISION, withhold approval of such a plan which meets all of the requirements contained in these restrictions. Any requirement elsewhere in these restrictions, including any requirement for written approval by SCPOA of a particular aspect of construction or design, shall not detract in any way, by implication or otherwise, from the requirement of this paragraph that all plans, as aforesaid, shall be approved in writing by SCPOA. Further, all such plans shall be properly drawn and shall contain specific details of all features, such as eave, cornice, entrance frame and moldings, which affect the exterior appearance of said house or outbuilding and shall be submitted to SCPOA at least fourteen (14) days prior to commencement of construction. Any deviation, however minor, from said plans which would affect

the location or exterior appearance of a house or outbuilding, or which would prevent the house or outbuilding from meeting all requirements of these restrictions, shall nullify previously given approval.

28. Architectural control and rights of architectural or structural approval specified hereinabove and elsewhere in these restrictions shall be exercisable and enforceable by, and shall become the right and responsibility of SCPOA. Any approval is as to compliance with these restrictions and Association guidelines and specifications only. Each owner is solely responsible for ensuring compliance with local, county, state and federal regulations, ordinances, laws and other requirements.
29. The owner of each plot shall pay to SCPOA, a Florida corporation, at Tampa, Florida, a fee of **Eight hundred and 00/100 Dollars (\$800.00)** per year, payable on or before the first day of January of each year. Said fee shall be used by SCPOA as specified in the Restrictive Covenants for the Sweetwater Creek Subdivision and the By-Laws of said corporation. Said fee may be changed only by two-thirds (2/3) vote of the members present in person or by proxy and voting at a duly-called and noticed meeting of the Association members at which a quorum is present. A quorum shall consist of thirty percent (30%) of the voting membership of the Association either in person or represented by proxy.
30. Any such fee remaining unpaid by any such plot owner on the first day of February shall be considered delinquent. At that time, an administrative late fee of the maximum amount allowed by law will be added to the account. Additionally, interest shall accrue in an amount as determined by the Board of Directors which, unless otherwise specified, shall be at the maximum rate allowed by law as of the date of delinquency and will be added to the account. As permitted by law, the delinquent amount shall become a lien against said plot, the amount of said lien to include said late fee and interest and all costs of recordation, collection, and enforcement of said lien, including reasonable attorney's fees. The Board of Directors of SCPOA may at any time after such fee of assessment has become a lien, as aforesaid, record in the public records of Hillsborough County Florida, a Notice of Lien, which shall state the amount and description of said lien, name of delinquent plot owner, and description of the property of said owner affected by said lien, said Notice to be signed by an officer of SCPOA. Upon satisfaction of said lien, said corporation shall provide said owner with written notice that said lien has been satisfied, said notice of satisfaction of lien to be signed by an officer of said corporation or representative of the Association. Said lien may be enforced and foreclosed upon as and in the same manner as is provided for the foreclosure of a real estate mortgage under Florida law.
31. Each lien established by these Restrictions shall be subordinate to a bona fide mortgage which has been given in good faith and for value by any owner against whose property in Sweetwater said lien attaches as aforesaid if such mortgage has been recorded prior to recordation of the Notice of Lien referred to hereinabove, but only to the extent provided by Florida Statute 720.3085 as same may be amended from time to time.
32. Each plot with a house thereon, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris, unsightly growth, mold, and any fire hazard. All houses and all outbuildings such as garages, utility rooms, swimming pools, screen enclosures, bathhouses, etc. shall be kept in good repair, including exterior paint, roofs, and fences or walls. In the event any plot owner shall fail to keep clean and maintained any portion of said property in the manner hereinabove specified for more than fourteen (14) days after having been given written notification to do so by SCPOA, addressed via Registered or Certified Mail to such owner at his last known address, SCPOA may enter upon such plot for the purpose of remedying said defects and failures stated in such said notice, and the expense of so remedying said defects shall be charged to the owner of such plot and become a lien upon such plot, collectable and enforceable in the same

manner as other charges or liens as hereinabove provided. Entry upon the plot shall not be a trespass.

33. All service entrance installations served by the underground electrical distribution system shall be installed underground and maintained in accordance with specifications of the electric utility company for such installation.
34. These restrictions may be enforced by SCPOA, and by any person or corporation otherwise entitled by law to enforce same. SCPOA may levy reasonable fines of up to \$100 per violation against any plot owner or any plot owner's tenant, guest, or invitee for the failure of the plot owner or its occupant, licensee, or invitee to comply with any provision of these Deed restrictions. A fine may be levied for each day of a continuing violation, with a single notice, except that the fine may not exceed \$5,000 in the aggregate. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the court. An imposed fine shall be due within thirty (30) days of the notice of the imposition of same. Said properly imposed fine or fines may be enforced as a lien against the lot to the extent the fine is \$1,000 or more in the aggregate and the lien is enforceable in the same manner as other charges or liens as hereinabove provided
35. All the restrictive covenants, conditions, limitations, and other provisions or any part of same, shall be and remain in force and effect until December 31, 2027, after which time all provisions of this Declaration shall be automatically renewed for successive periods of 10 years unless the owners of all lots in the Sweetwater Creek development, upon the affirmative vote of owners of at least 80% of all lots, decide, within 6 months of such renewal date, not to renew the provisions of this Declaration, and a certificate executed by the President or the Vice-President and Secretary of the Association certifying to such vote is recorded in the public records of Hillsborough County, Florida.
36. In the event any one or more of the above restrictive covenants, conditions, limitations, or other provisions, or any part of same, shall at any time be held to be invalid by a court of competent jurisdiction, then said remaining covenants, conditions, limitations, and provisions shall be and remain as valid as if the invalid covenant, condition, limitation, provision or part has never been entered into or been made a part of these restrictions. The words Sweetwater Creek Property Owners' Association, Inc. (SCPOA), wherever used herein, shall include the respective assigns of said association.
37. Unless otherwise provided herein, any amendment to these deed restrictions shall require a two-thirds (2/3) affirmative vote of the members of the Association governed by these deed restrictions who are present in person or by proxy and voting at a duly-called and noticed meeting of the Association members at which a quorum of the Association members subject to these deed restrictions is present. A quorum shall consist of thirty percent (30%) of the voting membership of the Association subject to these deed restrictions who are present either in person or by proxy.
38. SCPOA approval, where required by these restrictions, can be requested by submitting a properly completed "Project Approval Form" or "Lease Notification/Approval Form" to the Board of Directors. The required forms are available from any Board member or on the neighborhood website.
39. A written Lease Notification/Approval Form shall be submitted by each plot owner who leases his or her plot for Board notification no later than one week prior to the actual move in date of the lessee. Prior to any change in the occupants, the plot owner shall submit another written Lease notification/Approval Form to the Board for approval. Upon termination of the lease or the property being vacated, the plot owner shall notify the Board in writing. The purpose will be to notify the

Board for security and communication reasons and so that the Board may determine if gate access devices and codes are required or should be deactivated.

40. In addition to all other fees or assessments which are authorized in these restrictions, the Board of Directors of SCPOA, by a two-thirds affirmative vote of the Board, shall have the power to levy a special assessment on each parcel owner if the purpose in so doing is found by the Board to be in the best interests of the SCPOA and the proceeds of the assessment are used primarily for one of the following permitted purposes:

- a) The defense of any lawsuit brought against the SCPOA and/or its agents;
- b) Any maintenance and/or upkeep of the common areas and such other areas of Association responsibility, which maintenance or upkeep are, in the opinion of the Board, reasonably required on an emergency basis; or
- c) Any capital expenditure incurred in connection with the common areas and such other areas of Association responsibility, which expenditures are, in the opinion of the Board, reasonably required on an emergency basis.

“Emergency” as used in this paragraph shall refer to repairs, maintenance or capital expenditures which may increase in cost if not done promptly and any situation which poses an imminent safety hazard or a threat to real or personal property within the community, or which creates potential for subjecting the common areas or common property to statutory liens.

- 41. The amount of special assessments imposed in any calendar year, per lot owner, may not exceed the dollar amount of the annual dues for that same calendar year.
- 42. The failure of any parcel owner to pay any special assessment allowed by Paragraph 40 above shall be treated the same as the fees and/or assessments described in Paragraph 30 above, and any other section or law applicable to the enforcement of fees or assessments owed by a parcel owner to the Association and may be enforced by lien and foreclosure.
- 43. A special assessment may not be levied at a Board Meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting at which special assessments will be considered must be mailed or delivered to the members and parcel owners and posted conspicuously on the property not less than 14 days before the meeting.