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SWEETWATER COUNTRY CLUB, UNIT-I, PHASE-I  
DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions ("Declaration"), Made and Entered into on this 12 day of March, A.D., 1977, by THE HUSKEY COMPANY, a Florida corporation, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in Orange County, Florida, more particularly described on Exhibit "B" attached hereto and by reference made a part hereof, hereinafter referred to as "Sweetwater Country Club Development Property"; and

WHEREAS, Developer desires to create on Sweetwater Country Club Development Property a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to develop Sweetwater Country Club Development Property in phases, the first phase of which will be the development of the portion described as the Subject Property in Article I of this Declaration; and

WHEREAS, Developer will add additional phases within the Sweetwater Country Club Development Property in accordance with Article II; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, street lights, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the Subject Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Subject Property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Developer will incorporate under the laws of the State of Florida, as a non-profit corporation, SWEETWATER COUNTRY CLUB HOMEOWNERS' ASSOCIATION, the purpose of which will be to exercise the functions aforesaid for the Sweetwater Country Club Development Property;

NOW, THEREFORE, the Developer declares that the real property described as the Subject Property in Article I, and such additions thereto as may hereafter be made pursuant to

This Instrument Prepared By:

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Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the SWEETWATER COUNTRY CLUB HOMEOWNERS' ASSOCIATION.

(b) "The Properties" shall mean and refer to the Subject Property, and additions thereto, as are subject to this or any Supplemental Declaration under the provisions of Article II hereof, which term shall also mean the Sweetwater Country Club Development Property.

(c) "Common Property" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties intended to be devoted to the common use and enjoyment of the owners of The Properties, including any common areas located within Lot 5, Block "B", but the term "Common Property" shall not include any street, road or right-of-way constructed or designated as such within Lot 5, Block "B", of the Subject Property.

(d) "Limited Common Property" shall mean and refer to that portion of Lot 5, Block "B" of the Subject Property, which is designated as the street, road, right-of-way, etc., used for ingress, egress, service and utilities by the Owners of Lots in the Subject Property. It is intended by the Developer that the term "Limited Common Property" shall mean and refer to only the street to be built on Lot 5, Block "B", of the Subject Property to be used for access by the Owners of the contiguous Lots.

(e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties, with the exception of Common Propertys heretofore defined.

(f) "Living Unit" shall mean and refer to any portion of a building or a single family structure situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(g) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual parcel of land.

(h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term "Owner" shall not mean or refer to any builder or developer who in its normal course of business purchases any Lot for the purpose of constructing a Living Unit or Multifamily Structure

thereon for resale, but shall mean and refer to those persons who purchase a Lot and improvements thereon during or after completion of construction.

(i) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1, hereof.

(j) "Subject Property" shall mean and refer to SWEETWATER COUNTRY CLUB, UNIT-I, PHASE-I, per the recorded plat in Plat Book 6, Page 150, Public Records of Orange County, Florida.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION  
AND  
ADDITIONS TO EXISTING PROPERTY

Section 1. Property Subject to Declaration. The Subject Property, as heretofore defined, is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration by any one of the following procedures:

(a) Additions in Accordance with a General Plan of Development. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional property at future stages and the Developer covenants that the addition of property contemplated hereby will be brought into this scheme in accordance with the General Plan of Development prepared prior to the sale of any Lot in the Sweetwater Country Club Development Property (a copy of said General Plan of Development is on file at the Zoning Department of Orange County, Florida).

Such General Plan of Development shows the proposed additions to the Subject Property and contains: (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of common properties proposed for each stage; and (3) the general nature of proposed common facilities and improvements which, if made, will become subject to assessment for their just share of Association expenses. Such General Plan shall not bind the Developer, its successors or assigns, to the proposed additions or to adhere to the General Plan in any subsequent development of the land shown thereon.

The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the basic scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Subject Property. Any such

Supplementary Declarations of Covenants and Restrictions shall interlock all rights of Members to the Association to the end that all rights resulting to Members of the Homeowners' Association shall be uniform as between all sections of The Property.

(b) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration upon the Subject Property together with the covenants and restrictions established by other Declarations upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Subject Property, except as hereinafter provided.

Section 3. General Provisions Regarding Additional Property. Regardless of the above method used to add additional property to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the owners of The Properties to utilize the Common Property as established hereunder except to grant to the owners of The Properties being added the right to use the Common Property as established hereunder and the right to proportionately change voting rights and assessments, as hereinafter provided.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

##### Section 1. Membership.

(a) Every person or entity who is a record Owner of a fee or undivided fee interest in any Living Unit which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, nor shall it apply to any builder or developer who in its normal course of business purchases any Lot for the purpose of constructing a Living Unit or Multifamily Structure thereon for resale. Only those persons who purchase a Lot and improvements thereon during or after completion of construction and the Developer shall be Members.

(b) For the purpose of this Article the Developer shall be considered the record Owner of a fee interest in and therefore a Member in regards to all unsold Lots and Living Units either developed or contemplated in the Sweetwater Country Club Development Property. The Developer has filed with the Zoning Department of Orange County, Florida, the Sweetwater Country Club PD Plan which calls for development of a total of 395 Living Units. The Developer shall have

the Voting Rights described in Section 2 in regards to the number of planned Living Units on file with the Zoning Department, as the number may be amended from time to time.

(c) The Developer shall also have the Voting Rights to all Lots owned by persons or entities not entitled to Membership as herein defined.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Living Unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Living Unit, all such persons shall be Members, and the vote for such Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit.

Class B. Class B Member shall be the Developer. The Class B Member shall be entitled to four votes for each Lot or Living Unit in which it holds the interest required for membership by Section 1 and for each Living Unit contemplated to be developed in the Sweetwater Country Club Development Property, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Use of Common Property and Limited Common Property. The Developer has retained title to Lot 5, Block "B" of the Subject Property a portion of which constitutes the Common Property and a portion of which constitutes the Limited Common Property within the Subject Property. The Limited Common Property is required for ingress and egress by the Owners of Lots within the Subject Property, but the streets which constitutes the Limited Common Property shall not be dedicated to the public. The Developer, as the Owner of the Subject Property hereby grants to the Owners of Lots and Living Units within the Subject Property a non-exclusive, perpetual ingress, egress, service and utilities easement appurtenant, over and through the Limited Common Property for the benefit of the Owners, their heirs, successors, personal representatives, assigns, tenants, servants, visitors and licensees, including but not limited to use for fire protection, police protection, mail delivery, service and repairmen, etc., which easement shall run with the land, passing with the title thereto.

Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Property and Limited Common Property. The Developer may retain the legal title to the

Common Property and/or Limited Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same. The Developer may convey or turn over certain items of the Common Property and/or Limited Common Property and retain others. To illustrate, the Developer may, at its discretion, immediately turn over all landscaped beautification areas, street lights, or such other items to the Association upon completion of same without turning over to the Association certain other Common Property and/or Limited Common Property. Notwithstanding any provision herein to the contrary, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey all Common Property and/or Limited Common Property located within The Properties when the Developer has legally conveyed to Owners one hundred percent (100%) of the Lots within The Properties.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Property and/or the Limited Common Property, and in aid thereof, to mortgage said property. The Developer and the Association shall have no right to mortgage the Limited Common Property to such an extent that would in any way interfere with the Owners' rights of ingress, egress, service and utilities. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Property and Limited Common Property against foreclosure; and,

(c) the right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment right of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Property; and,

(e) the right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast in accordance with Article III, two-thirds (2/3) of the votes of membership has been recorded, agreeing to such dedication, transfer,

purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and,

(f) the right of the Association to dedicate or transfer all or any part of the Limited Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners entitled to use the Limited Common Property, provided, however, that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by all of the Owners entitled to use the Limited Common Property has been recorded, agreeing to such dedication, transfer, purpose or condition; and,

(g) the rights of Members of the Association shall in no wise be altered or restricted because of the location of the Common Property in a phase of The Properties in which such Member is not a resident. The Common Property shall be used by the membership, notwithstanding the section of The Properties in which the Lot is acquired.

(h) Limited Common Property shall be used only by those Owners specifically authorized herein, or in any Supplemental Declaration, to use the Limited Common Property.

#### ARTICLE V

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed, or furnished, which are devoted to the purpose and related to the use and enjoyment of the Common Property and Limited Common Property and of the homes situated upon The Properties, including, but not limited to:

- (a) Payment of operating expenses of the Association;
- (b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance,

repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways, including, but not limited to, lighting, lighting maintenance, improvement and beautification along: (i) State Highway #434, from Interstate Highway 4 to the intersection with the Wekiwa Springs Road; (ii) along Wekiwa Springs Road to the Orange County line; and (iii) the Piedmont-Wekiwa Springs Road from the Orange County line to State Highway 436. Specifically, the Association is authorized to allocate up to a maximum of twenty percent (20%) of the original assessment and annual assessment, as hereinafter defined, toward those items in this paragraph (b) and toward the repayment of the costs of such initial improvements, such allocation to be done by the Association on an equitable basis considering the use of the roads by residents and guests of other Sweetwater developments;

(c) Maintenance, improvement and operation of drainage easements and systems;

(d) Management, maintenance, improvement and beautification of parks, lakes, ponds, buffer strips, and recreation areas and facilities and all other Common Property, and improvements thereon;

(e) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the Association;

(f) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association;

(g) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property and Limited Common Property, and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Association.

(h) Repayment of funds and interest thereon, which have been or may be borrowed by the Association for any of the aforesaid purposes.

(i) Doing any other thing necessary or desirable, in the judgment of the Association, to keep the subdivision neat and attractive or to preserve or enhance the value of The Properties, or to eliminate fire, health or safety hazards, or, which in the judgment of the Association, may be of general benefit to the Owners.

### Section 3. Original, Annual and Service and Maximum Assessments.

(a) Original Assessment. The original assessment shall be Four Hundred Dollars (\$400.00) per Living Unit (to be paid by the Owner at time of closing on each Living Unit). The Association may use any part or all of said sum for the purposes set forth in Article V, Section 2. In addition, the Owner shall pay at the time of closing, an original assessment of Two Hundred and Fifty Dollars (\$250.00) per Living Unit to a company designated by the Developer providing MATV service, which amount shall represent the cost of running underground sound cable from the property line to the Living Unit and the installation of two (2) outlets for a central sound T.V. system (MATV). No outside or roof-top antenna of any type may be installed. All Owners must subscribe to the MATV system.



(b) Annual Assessment. The initial annual assessment shall be One Hundred Fifty Dollars (\$150.00) per Living Unit, payable semi-annually on April 1 and October 1 of each year. This annual assessment shall be in addition to the above mentioned original assessments and shall be prorated in the year of initial purchase by the Owner. Said assessment shall be paid directly to the Association, to be held in accordance with the above provisions. The Association may adjust the Annual Assessment after the end of each Calendar Year. Such adjustment shall be in accordance with changes in the Consumer Price Index (hereinafter called the "Price Index"). The Price Index shall mean the average for "all items" shown on the "U.S. city average for urban wage earners and clerical workers (including single workers), all items, groups, subgroups and special groups of items" as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor, using the 1967 annual average with a base of 100.

The Annual Assessment shall be adjusted in accordance with the following provisions:

(1) The Price Index for March, 1977 shall be designated the Base Price Index;

(2) Promptly after the end of the first year and each year thereafter, the Annual Assessment shall be adjusted so that the ratio of the Price Index for the first month following the end of each such year to the adjusted Annual Assessment shall be the same as the ratio of the Base Price Index to the initial Annual Assessment;

(3) No adjustment whatever shall be made in the Annual Assessment for any year unless the adjusted Annual Assessment computed as above provided varies by more than one percent (1%) from the then current Annual Assessment;

(4) No adjustment shall be made which increases the Annual Assessment for any year more than ten percent (10%) from the previous Annual Assessment;

(5) No adjustment shall reduce the Annual Assessment below the initial Annual Assessment.

If the Association claims to be entitled to an adjustment in the Annual Assessment in accordance with the above provisions, it shall send a notice to the Owners setting forth the new Annual Assessment claimed to be payable. Such notice shall be sent at least sixty (60) days prior to the date the Annual Assessment is payable.

In the event that a substantial change is made in the method of establishing the Price Index, then the Price Index shall be adjusted to the figure that would have resulted had no change occurred in the manner of computing such Price Index. In the event that such Price Index (or its successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information heretofore used in determining the Price Index shall be used in lieu of such Price Index.

(c) Service Assessment. Each Owner shall pay a service and maintenance assessment of Six Dollars (\$6.00) per month commencing on the date of closing, which amount shall be payable quarterly. Said assessment shall be paid directly to Developer in consideration for the availability and servicing of the MATV system.

(d) Maximum Assessment. The Board of Directors of the Association may, after consideration of current maintenance

cost and future needs of the Association, fix the annual assessment for any year at a lesser amount than the previous year. Also, the maximum annual assessment may be increased by a vote of the Members, as hereinafter provided.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property or Limited Common Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Any portion of such special assessment which is for the cost of repair, etc., of the Limited Common Property shall be voted on by only the Owners entitled to use such Limited Common Properties and only such Owners shall be required to pay such portion of the special assessment.

Section 5. Change in Maximum of Annual Assessments. In addition to the procedure provided in Section 3 hereof, the Association may change the maximum assessments prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article I, Section 2 hereof. The votes shall be counted in accordance with Article II, Section 3 hereof.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Certificate of Payment. The Association shall upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment. If the Assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with

such interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Living Unit which shall bind such Living Unit in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the Public Records giving notice to all persons that the Association is asserting a lien upon the Living Unit.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Living Unit, and there shall be added to the amount of such assessment, interest, together with the costs of the action, including legal fees, whether or not judicial proceedings are involved, also including legal fees and costs incurred on any appeal of a lower court decision.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Living Unit subject to assessment. This subordination shall not relieve such Living Unit from liability for any assessments now or hereafter due and payable.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property and Limited Common Property as defined in Article I, Section 1 hereof; and (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## ARTICLE VI

### ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, 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 Architectural Review Board as hereinafter defined.

Section 1. Composition. The Developer shall, upon the recording of this Declaration, immediately form a committee known as the "Architectural Review Board", hereinafter referred to as "ARB", which shall initially consist of five

(5) persons designated by the Developer, which includes an architect selected by the Developer. The ARB shall maintain this composition until control of the Association has been passed to the Owners other than the Developer. At such time the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board. Provided, however, that in its selection, the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as Developer owns any Lots in The Properties or has not completed the General Plan of Development for the entire area owned by Developer. The Board of Directors shall also be obligated to appoint at least one (1) architect to the ARB and one (1) Owner to the Association. Neither the Association, the Board of Directors of said Association, nor the Members of the Association, shall have the authority to amend or alter the number of members of the ARB which is irrevocably herein set forth as five (5) members. A quorum of the ARB shall be three (3) members. No decision of the ARB shall be binding without a quorum present and a 2/3, 3/4 or 3/5 affirmative vote by the Members.

Section 2. Duties. The ARB shall have the following duties and powers:

(a) to amend from time to time the Planning Criteria, as hereinafter defined. Any amendments shall be set forth in writing and be made known to all Members and to all prospective Members of the Association. Any amendment shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) to approve all buildings, fences, walls, pools or other structures which shall be commenced, erected or maintained upon The Properties and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials, and location of the same and shall approve in writing as to the harmony of the external design and location in relation to surrounding structures and topography;

(c) to approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc. is not consistent with the planned development of The Properties or contiguous lands thereto;

(d) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision;

(e) to require each builder to submit a set of plans and specifications to the ARB prior to obtaining a building permit, which set of plans and specifications shall become the property of the ARB. The work contemplated must be performed substantially in accordance with the plans and specifications as approved.

Section 3. Enforcement of Planning Criteria. In addition to the other duties set forth above, the ARB, along with the Developer and/or the Board of Directors of the Association shall have the right and obligation to enforce

the provisions hereof relating to the Planning Criteria, as amended from time to time by the ARB or the Association. Should any Owner fail to comply with the requirements hereof, or of the Planning Criteria after thirty (30) days written notice, the ARB, the Developer, and/or the Board of Directors of the Association shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. Should the ARB, the Developer, and/or the Board of Directors be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner. The ARB, the Developer and the Board of Directors of the Association, or its agents or employees, shall not be liable to the Owner for any damages or injury to the property or person of the Owner unless caused by negligent action of the ARB, the Developer or the Board of Directors.

Section 4. Planning Criteria. The Developer, in order to give guidelines to Owners concerning construction and maintenance of Living Units, hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria"), a copy of which is attached as Exhibit "A". The Developer declares that the real property described in Article II, and additions thereto, shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria set forth on Exhibit "A", as amended from time to time by the ARB.

#### ARTICLE VII

##### EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Property and Limited Common Property, the Association shall have the right to provide exterior maintenance upon any vacant Lot or upon any improved Lot, subject, however, to the following provisions. Prior to performing any maintenance on a vacant Lot or improved Lot, the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of The Properties. Prior to commencement of any maintenance work on a Lot, the Association must furnish thirty (30) days prior written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the owner that unless certain specified repairs or maintenance are made, within said thirty (30) days period, the Association shall make said necessary repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Association shall have the right to enter in or upon any such Lot or to hire personnel to do so to make such necessary repairs or maintenance as are so specified in the above written notice. In this connection the Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof;

and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

#### ARTICLE VIII

#### RESTRICTIVE COVENANTS

The Subject Property described in Article I, Section 1 hereof shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Developer and upon each and every Owner who shall acquire hereafter a Living Unit or Lot or any portion of the Subject Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns, as follows:

(1) Land Use. No Lot shall be used except for residential purposes. No building shall be erected upon any Lot without prior approval thereof by the ARB as hereinabove set forth.

(2) Dwelling Quantity and Size. Each single family dwelling shall be located on not less than one platted Lot. Any Living Unit shall have a minimum of 1,600 square feet under roof.

(3) Building Location. The setbacks for the building structure shall be not less than that required by the Sweetwater Country Club PD Plan filed with the Zoning Department for Orange County, Florida.

(4) Garages. No carports shall be permitted, and each Living Unit shall include a garage which shall be at least adequate to house two (2) standard sized American automobiles. All garages and garage doors must be maintained in useable condition.

(5) Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted on any Lot without the approval of the ARB. The above does not restrict the right of an Owner to install, operate and maintain a water well on the premises for use only for swimming pools and irrigation.

(6) Landscaping. Sodding will be required on all sides of the Lot, including front and back yards. Appropriate shrubs must be placed in the front and on each side of the Living Unit. Wood mulch must be used in any areas on each Lot around shrubs and trees unless the area up to the base of the shrub or tree is sodded.

(7) Fencing and Screening. No chain link or metal fences shall be allowed, and the composition, location and height of any other fence or wall to be constructed on any Lot shall be subject to the approval of the ARB.

(8) In addition to the ARB, the Association shall have the authority, from time to time to include within the

promulgated residential planning criteria other restrictions regarding such matters as prohibitions against window air-conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters, easements, games and play structures, swimming pools, sight distance at intersections, utility connections and television antennas, driveway construction, and such other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes or promulgates new restrictions or the Association modifies or changes restrictions set forth by the ARB.

#### ARTICLE IX

##### AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

#### ARTICLE X

##### ADDITIONAL COVENANTS AND RESTRICTIONS

No property Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of the Subject Property.

#### ARTICLE XI

##### AMENDMENT

Except as to provisions relating to amendments as set forth herein regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The Owners of at least seventy-five (75%) percent of these Living Units may change or amend any provision hereof, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the Public Records of Orange County, Florida. A proposed amendment may be instituted by the Developer, the ARB, the Association, or by petition signed by fifteen percent (15%) of the then Owners of the Living Units. A written copy of the proposed amendment shall be furnished to each Owner at least ninety (90) days but not more than one hundred twenty

(120) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded amendment.

ARTICLE XII

DURATION

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Developer, and their respective legal representatives, heirs, successors and assigns until amended, modified or terminated according to the terms of Article XI hereinabove set forth. These covenants, provisions and restrictions may be terminated in the same manner set forth for amendments in Article XI.

ARTICLE XIII

ENFORCEABILITY

Section 1. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, an individual Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. Should the Developer, an individual Owner, and/or the Association be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against which enforcement is sought. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, any individual Owner, or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears





STATE OF FLORIDA )  
 ) SS:  
COUNTY OF ORANGE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared E. EVERETTE HUSKEY and JAMES E. HEROD, well known to me to be the President and Secretary, respectively, of THE HUSKEY COMPANY, the corporation named as Developer in the foregoing Declaration, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of March, 1977.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires June 30, 1980  
Issued by American Fire & Casualty Company

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF ORANGE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared R. Julian Rogers, well known to me to be the Vice President of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF MIAMI, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of March, 1977.

*[Signature]*  
NOTARY PUBLIC

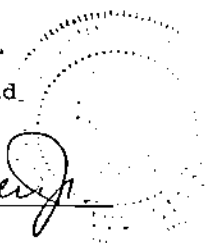
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires June 23, 1979  
Issued by American Fire & Casualty Co.

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF ORANGE )

I HEREBY CERTIFY that on this date, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared R. Julian Rogers, well known to me to be the Vice President of AMERICAN GROUP ONE, INC., and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of March, 1977.



*J. Lindsay Builder Jr.*  
NOTARY PUBLIC

My Commission Expires:

March 22, 1979  
Notary Public, State of Texas  
Notary Public, State of Texas, County of Co.

## EXHIBIT "A"

ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA

1. Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed 35 feet in height, a private and closed garage for not less than two nor more than four cars, and storage room or tool room attached to the ground floor of such garage. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any of the aforementioned structures be constructed prior to the main residential dwelling.

2. Roofs. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of a home. The ARB shall have discretion to approve such roofs on part of the main body of a home, particularly if modern or contemporary in design. No built up roofs shall be permitted, except on approved flat surfaces.

The composition of all pitched roofs shall be cedar shake shingle.

3. Garages. In addition to the requirements stated in paragraph one, all garages must have a minimum width of twenty-two (22) feet for a two car garage; thirty-three (33) feet for a three car garage; or forty-four (44) feet for a four car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage or two (2) sixteen (16) foot doors for a four car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door, if feasible, said service door facing to either the side or the rear of the Lot. No carports will be permitted.

4. Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Asphalt will be permitted, if construction is in accordance with the following specifications: minimum of six inches of compact clay, four inches of compacted lime rock, one inch blacktop asphalt. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the ARB.

5. Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight inch concrete block shall not be permitted on the exterior of any house or detached structure except on the rear not facing a street. The ARB shall discourage the use of imitation brick for front or side material and encourage the use of front or side materials such as brick, four inch block, stone, wood and stucco.

EXHIBIT "B"

Begin at the Northwest corner of Sweetwater Club Unit-1 according to the plat thereof as recorded in Plat Book 18, pages 26, 27 and 28 of the Public Records of Seminole County, Florida, said Northwest corner being on the West line of Section 31, Township 20 South, Range 29 East, Seminole County, Florida; thence run S.00°03'09"W., along said West line of Section 31, 1266.895 feet to the Southwest corner of the NW 1/4 of said Section 31; thence run S.00°34'34"W., along said West line of Section 31, 2645.647 feet to the Southwest corner of said Section 31, said Southwest corner also being the Northeast corner of Section 1, Township 21 South, Range 28 East, Orange County, Florida; thence run S.00°22'01"W., along East line of said Section 1, 2663.828 feet to the East 1/4 section corner of said Section 1; thence run N.89°36'21"W., along the East-West 1/4 section line of said section 1, 1337.889 feet to the East line of Piedmont Estates First Addition, according to the plat thereof as recorded in Plat Book R, page 45 of the Public Records of Orange County, Florida, thence run N.00°36'06"E., along said East line of Piedmont First Addition, 331.950 feet; thence run S.89°39'01"E. 668.269 feet; thence run N.00°29'01"E. 332.460 feet; thence run N.89°41'40"W. 637.579 feet; thence run N.00°36'06"E. 331.970 feet; thence run N.89°44'19"W. 30.00 feet to Southerly extension of said East line of Piedmont Estates First Add., thence run N.00°36'06"E. along said East line of Piedmont First Addition, 1465.869 feet to the Southeast corner of Lot 108 of said Piedmont First Addition plat; thence run N.89°45'13"W., along the South line of said Lot 108 to an intersection with the Easterly right-of-way of Wekiva Springs Road as per Road Project Number 44 Section A of the Public Records of Orange County, Florida; thence run Northerly and Easterly, along the Easterly and Southerly right of way line of said Wekiva Springs Road to an intersection with the West line of Section 31, Township 20 South, Range 29 East, Seminole County, Florida; thence run S.00°03'09"E., along the West line of said Section 31, 10.02 feet to the Point of Beginning; LESS Lots 4, 5, 6, 7 and 8 of Clay Springs according to the plat thereof as recorded in Plat Book A, page 48 of the Public Records of Orange County, Florida; and also less Lots 144, 289, 288, 287, 286, 240, 241, 242, 152, 153, 154, 155, 156 and all that part of Lot 265 lying Westerly of the Southerly extension of the Easterly line of Lot 156 of Replat of Wekiva Springs Park according to the plat thereof as recorded in Plat Book A, page 52 of the Public Records of Orange County, Florida; and also less, from the South 1/4 corner of Section 36, Township 20 South, Range 28 East, Orange County, Florida; run North along North-South 1/4 Section line 717.52 feet, thence run N.89°E. 107 feet for a Point of Beginning, thence N.01°W. 180 feet, thence N.89°E. 242 feet, thence S.01°E. 180 feet, thence S.89°W. 242 feet to the Point of Beginning; containing 312.229 Acres.

PLUS:

Begin 30 feet West of the Northeast corner of the Southeast 1/4 of the Northwest 1/4, run West 982.5 feet, South 448.46 feet, East 984.92 feet, North 445.8 feet to the Point of Beginning; Section 36, Township 21 South, Range 28 East; Said parcel contains 10.097 Acres.

6. Games and Play Structures. All basketball backboards and any other fixed games and play structures shall be located at the side or rear of the dwelling, or on the inside portion of the corner Lots within the set back lines. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the residence constructed thereon.

7. Fences and Walls. No chain link or metal fences shall be allowed, and the composition, location and height of any other fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The "finished" side of any such fence or wall improved or constructed shall face to the outside of the Lot, so as to be visible as viewed from the property surrounding the lot upon which same is constructed.

8. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARB shall require to be constructed with each home, which enclosures shall be located out of sight from the front or side streets. There shall be no burning of trash or any other waste material, except within the confines of an incinerator the design and location of which shall be approved by the ARB.

9. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

10. Clotheslines. No clotheslines shall be placed on any Lot at any time.

11. Removal of Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them in his landscaping plan. No trees of six inches in diameter at one foot above natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a home.

12. Window Air-Conditioning Units. Unless prior approval of the ARB is obtained, no window air-conditioning units shall be permitted.

13. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any building Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the Dwelling Unit.

14. Windows. No steel or aluminum casement windows shall be permitted.

15. Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the subdivision. All automobiles, trucks, boats, trailers and other vehicles shall be stored and kept in the garage so that they cannot be seen from adjoining property. All vehicles shall have current license plates.

16. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

17. Utility Connections. All house connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority.

18. MATV System. All Owners must subscribe to the MATV System. No outside or roof-top antenna of any type may be installed.

The committee's approval or disapproval as required in the above set forth residential planning criteria shall be in writing.

ARTICLES OF INCORPORATION

OF

SWEETWATER COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.

RECORDED  
1978  
MAY 10 11 1978  
COUNTY CLERK  
ORANGE COUNTY, FLORIDA

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes (1967), as amended, and certify as follows:

ARTICLE I  
NAME AND ADDRESS

The name of the corporation shall be SWEETWATER COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the Association, and shall have as its mailing address, Post Office Box 488, Maitland, Florida 32751, or at such other place as the Board of Directors may designate at some future time.

ARTICLE II  
PURPOSE

2.1 The purpose for which the Association is organized is to promote the recreation, health, safety and welfare of the residents within the SWEETWATER COUNTRY CLUB development, more particularly described per the recorded Plat of SWEETWATER CLUB, UNIT-1, PHASE-I, as per the plat recorded in Plat Book 6, Page 150, Public Records of Orange County, Florida, and such additions thereto as may hereafter be brought within the jurisdiction of the Association in accordance with the terms and conditions of the Declaration of Covenants and Restrictions for SWEETWATER COUNTRY CLUB, UNIT-1, PHASE-I, as recorded in Official Records Book 2770, Page 1797, Public Records of Orange County, Florida, ("Original Declaration") and amendments and supplemental declarations ("Supplemental Declarations") in accordance with the terms of said Declaration; all property subjected to the Original Declaration and any Supplemental Declaration is hereafter referred to as "The Properties".

2.2 The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members and the Association shall make no distributions of income to its Members, directors or officers.

ARTICLE III  
POWERS

3.1 The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Original Declaration, and any Supplemental Declarations as they may be amended from time to time, and all of the powers and duties reasonably necessary to operate and maintain The Properties, including but not limited to those set forth below.



3.3 The Association shall have the power to fix and levy assessments against The Properties, which assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of The Properties, and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and Limited Common Properties, as defined in the Original Declaration; and of the homes situated upon The Properties, including but not limited to:

a. Payment of operating expenses of the Association;

b. Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways, including, but not limited to, lighting, lighting maintenance, improvement and beautification along: (i) State Highway #434, from Interstate Highway 4 to the intersection with the Wekiwa Springs Road; (ii) along Wekiwa Springs Road to the Orange County line; and (iii) the Piedmont-Wekiwa Springs Road from the Orange County line to State Highway 436. Specifically, the Association is authorized to allocate up to a maximum of twenty (20%) percent of the original assessment and annual assessment, as defined in the Original Declaration and any Supplemental Declarations, toward those items in this paragraph (b) and toward repayment of the costs of such initial improvements, such allocation to be done by the Association on an equitable basis considering the use of the roads by residents and guests of other Sweetwater developments;

c. Maintenance, improvement and operation of drainage easements and systems;

d. Management, maintenance, improvement and beautification of parks, lakes, buffer strips, and recreation areas and facilities and all other Common Property, and improvements thereon;

e. Garbage collection and trash and rubbish removal, but only when and to the extent specifically authorized by the Association;

f. Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association;

g. Repayment of deficits previously incurred by the Association, or in the name of the Association, if any, in making capital improvements to or upon the Common Property, and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Association;

h. Repayment of funds and interest thereon, which have been or may be borrowed by the Association for any of the aforesaid purposes; and

i. Doing any other thing necessary or desirable, in the judgment of the Association, to keep The Properties neat and attractive or to preserve or enhance the value of The Properties, or to eliminate fire, health or safety

hazards, or, which in the judgment of the Association, may be of general benefit to the Owners.

ARTICLE IV  
MEMBERSHIP

4.1 Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by this Association, shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. A builder or developer who in its normal course of business purchases a Lot for the purpose of constructing a Living Unit thereon for resale shall not become a Member of the Association so long as such builder or developer does not occupy the Living Unit as a residence. Only those persons who purchase a Lot and improvements thereon during or after completion of construction and the Developer shall be Members.

4.2 For the purpose of this Article, The Huskey Company, hereinafter referred to as the "Developer", shall be considered the record Owner of a fee interest in and therefore a Member in regards to all unsold Lots and Living Units either developed or contemplated in the Sweetwater Country Club Development Property. The Developer has filed with the Zoning Department of Orange County, Florida, the Sweetwater Country Club PD Plan which calls for development of a total of 395 Living Units. The Developer shall have the Voting Rights described in Article V in regards to the number of planned Living Units on file with the Zoning Department, as the number may be amended from time to time.

4.3 The Developer shall also have the Voting Rights to all Lots owned by persons or entities not entitled to membership as herein defined.

ARTICLE V  
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article IV, with the exception of the Developer. Class A Members shall be entitled to one vote for each Living Unit in which they hold the interest required for membership by said Article IV. When more than one person holds such interest or interests in any Living Unit, all such persons shall be Members, and the vote for such Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit.

Class B. Class B Members shall be the Developer. The Class B Member shall be entitled to four votes for each Lot and/or Living Unit in which it holds the interest required for membership by Article IV, and for each Lot and/or Living Unit contemplated to be developed in the Sweetwater Country Club Development Property, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

ARTICLE VI  
DIRECTORS

5.1 The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) nor more than seven (7) Directors; provided, however, the Board shall consist of an odd number. The initial Board of Directors shall consist of three (3) Directors who shall hold office until the election of their successors as specified in the By-Laws.

5.2 The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until their resignation or removal are as follows:

E. Everette Huskey	1515 South Orlando Avenue Maitland, Florida 32751
Charles F. Emerson, Jr.	1515 South Orlando Avenue Maitland, Florida 32751
James E. Herod	1515 South Orlando Avenue Maitland, Florida 32751

ARTICLE VII  
OFFICERS

The affairs of the Association shall be administered by the officers as designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	
E. Everette Huskey	1515 South Orlando Avenue Maitland, Florida 32751
Vice President:	
Charles F. Emerson, Jr.	1515 South Orlando, Avenue Maitland, Florida 32751
Secretary and Treasurer:	
James E. Herod	1515 South Orlando Avenue Maitland, Florida 32751

ARTICLE VIII  
ADDITIONS TO PROPERTIES AND MEMBERSHIP

Additions to The Properties described in Article II may be made only in accordance with the provisions of the Original Declaration and any Supplemental Declarations applicable to The Properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of this Association to such additional properties. Where the applicable covenants require that certain additions be approved by this Association, such approval must have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at

least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE IX  
MERGERS AND CONSOLIDATIONS

Subject to the provisions of the Original Declaration and any Supplemental Declaration and to the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE X  
DEDICATION OF PROPERTIES OR  
TRANSFER OF FUNCTION TO PUBLIC AGENCY OR UTILITY

The Association shall have power to dispose of its real properties only as authorized under the Original Declaration and any recorded Supplemental Declaration applicable to said properties.

ARTICLE XI  
INDEMNIFICATION

11.1 Subject to the conditions hereinafter set forth, the Association shall indemnify all of its Directors or officers or former Directors or officers or any person who may have served at its request as a Director or officer of any other corporation against reasonable expenses, including attorney's fees, settlement payments, judgments and fines actually incurred by them in connection with the defense of any action, suit or proceeding, or threat or claim of such action, suit or proceeding, no matter by whom brought or in any appeal in which they or any of them are made parties or a party by reason of being or having been a Director or officer of the Association or of such other corporation except in relation to matters as to which any such Director or officer shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. Notwithstanding anything herein to the contrary, Directors or officers shall not be entitled to indemnification for any settlement payment unless such settlement payment be approved in advance by non-interested Directors.

11.2 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested Directors upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

11.3 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another corporation, against any liability

asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles of Incorporation.

ARTICLE XII  
BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE XIII  
AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

13.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

13.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by seventy-five percent (75%) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, providing such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and by the affirmative vote of not less than seventy-five percent (75%) of the membership votes of the Association counted in the manner set forth in Article V above.

13.3 In the alternative, an amendment may be made by an agreement signed and acknowledged by all Members of the Association, in the manner required for the execution of Deeds.

13.4 No amendment shall make any changes in, or be effective to impair or dilute any rights of Members that are governed by the Original Declaration or any Supplemental Declaration as, for example, qualification for membership and voting rights of Members, which are part of the property interests created thereby.

ARTICLE XIV  
DURATION

The term of the Association shall be perpetual, unless otherwise sooner terminated.

ARTICLE XV  
SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

E. Everette Huskey

1515 South Orlando Avenue  
Maitland, Florida 32751

Charles F. Emerson, Jr.

1515 South Orlando Avenue  
Maitland, Florida 32751

James E. Herod

1515 South Orlando Avenue  
Maitland, Florida 32751

IN WITNESS WHEREOF, the subscribers have hereunto  
affixed their signatures on the 21<sup>st</sup> day of August,  
1978.

*E. Everette Huskey*  
 \_\_\_\_\_  
 E. EVERETTE HUSKEY

*Charles F. Emerson, Jr.*  
 \_\_\_\_\_  
 CHARLES F. EMERSON, JR.

*James E. Herod*  
 \_\_\_\_\_  
 JAMES E. HEROD

STATE OF FLORIDA        )  
                                  )SS:  
COUNTY OF ORANGE     )

BEFORE ME, the undersigned authority, on this day  
personally appeared E. EVERETTE HUSKEY, CHARLES F. EMERSON,  
JR., and JAMES E. HEROD, who being duly sworn, severally  
acknowledged the execution of the foregoing Articles of  
Incorporation of SWEETWATER COUNTRY CLUB HOMEOWNERS' ASSOCIA-  
TION, INC. for the purposes expressed in such Articles.

WITNESS my hand and official seal in the County and  
State named above, this 21<sup>st</sup> day of August, 1978.

*L. Bruce Chasterton*  
 \_\_\_\_\_  
 NOTARY PUBLIC

My Commission Expires:  
 Notary Public, State of Florida of 1979  
 My Commission Expires Dec. 22, 1979  
 Bonded by American Fire & Casualty Co.

CERTIFICATE DESIGNATING REGISTERED AGENT FOR THE SERVICE  
OF PROCESS WITHIN THIS STATE

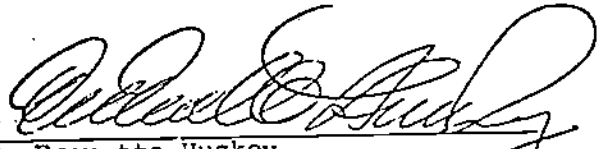
Pursuant to Chapter 48, Florida Statutes, the following  
is submitted, in compliance with said Act:

Sweetwater County Club Homeowners' Associates, Inc.  
desiring to organize as a corporation not for profit under the  
laws of the State of Florida with its registered office, at  
1515 South Orlando Avenue, Maitland, Florida 32751, has  
named E. Everette Huskey located at the above registered  
office as its Registered Agent to accept service of process  
within this state.

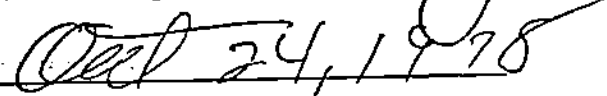
ACKNOWLEDGMENT:

Having been named to accept service of process for the  
above stated corporation, at place designated in this certi-  
ficate, I hereby accept to act in this capacity, and agree  
to comply with the provision of said Act relative to keeping  
open said offices.

By:

  
E. Everette Huskey  
Registered Agent

Date:



NOV 6 10 34 AM 1978  
STATE  
DIVISION  
FLORIDA  
ASSOCIATION

# SWEETWATER COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.

## APPROVED AMENDMENT TO BYLAWS

1. ARTICLE VII, BOARD OF DIRECTORS, of the Bylaws is proposed to be amended as follows:

### ARTICLE VII. BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be managed by a Board of Directors consisting of no less than ~~three (3)~~ **five (5)** nor more than seven (7) Directors. **The 2002 Board of Directors shall consist of seven (7) members with staggered terms as set forth below. The number of Directors and their terms of office may thereafter be established by the Board of Directors from time to time in advance of the time fixed by the Bylaws for the Nominating Committee to make nominations;** provided, however, the Board shall **always** consist of an odd number **and the term of office of any existing Director shall not be cut short by any such change.** ~~The initial Board of Directors shall consist of three (3) directors who shall hold office until the election of their successors as specified herein.~~

Section 2. ~~The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until resignation or removal, are as follows:~~

<u>Name</u>	<u>Address</u>
E. Everette Huskey	1515 South Orlando Avenue Maitland, Florida 32751
Charles F. Emerson, Jr.	1515 South Orlando Avenue Maitland, Florida 32751
James E. Herod	1515 South Orlando Avenue Maitland, Florida 32751

**Beginning with the 2002 election of Directors, the terms of office for Directors shall consist of staggered one and two year terms, as follows: The three (3) persons receiving the highest number of votes in the 2002 election shall serve a two (2) year term. The remaining four (4) persons elected in 2002 shall serve a one (1) year term. In each election thereafter, unless the number and terms of Directors is changed by the Board, there will be four (4) vacancies whose terms shall be as follows: the three (3) persons receiving the highest number of votes in each such election shall serve a two (2) year term, while the fourth**



**person elected shall serve a one (1) year term. In the event of a tie vote that hinders a determination of which persons elected will fill the third and fourth positions, the persons receiving the tie vote shall have the opportunity to decide among themselves which position they wish to hold and, if they cannot agree, then a majority of the Board shall make the determination. In the event the number and/or terms of Directors is changed by the Board of Directors, such change shall be implemented in such a manner as to have as nearly equal in number as possible the number of Directors whose terms expire in any given year.**

**Each Director shall hold office for the term to which he is elected and until his successor has been elected or appointed and qualified, or until his earlier resignation, removal from office, or death. Directors may be removed in the manner provided by law for the removal of directors of Florida corporations not for profit. Vacancies in the Board of Directors shall be filled by the remaining directors, any such appointed director to hold office for the unexpired term of his predecessor in office until his successor is elected by the Members, who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose.**

BY-LAWS

OF

SWEETWATER COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to the SWEETWATER COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit organized and existing under Chapter 617, Florida Statutes, as amended.

Section 2. "The Properties" shall mean and refer to all Existing Properties as defined in the Declaration of Covenants and Restrictions recorded in Official Records Book 2770, Page 1797, Public Records of Orange County, Florida (the "Original Declaration") and additions thereto, as are subject to the Original or any Supplemental Declaration.

Section 3. "Common Property" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of The Properties, with the exception of Common Property herefore defined. The word Lot shall also include the Living Unit located thereon when a house has been constructed on the Lot.

Section 5. "Living Unit" shall mean and refer to any portion of a building or a single family structure situated upon The Properties designed and intended for use and occupancy as a residence of a single family.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term "Owner" shall not mean or refer to any builder or developer who in its normal course of business purchases any Lot for the purpose

of constructing a Living Unit thereon for resale, but shall mean and refer to those persons who purchase a Lot and improvements thereon during or after completion of construction.

## ARTICLE II. LOCATION

Section 1. The principal office of the Association shall be located at 1515 South Orlando Avenue, Maitland, Florida 32751, or such other place designated by the Board of Directors.

## ARTICLE III. MEMBERSHIP

Section 1. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. A builder or developer who in its normal course of business purchase a Lot for the purpose of constructing a Living Unit thereon for resale shall not become a Member of the Association so long as such builder or developer does not occupy the Living Unit as a residence. Only those persons who purchase a Lot and improvements thereon during or after completion of construction and the Developer shall be Members.

Section 2. For the purpose of this Article, The Huskey Company, hereinafter referred to as the "Developer", shall be considered the record Owner of a fee interest in and therefore a Member in regards to all unsold Lots and Living Units either developed or contemplated in the Sweetwater Country Club Development Property. The Developer has filed with the Zoning Department of Orange County, Florida, the Sweetwater Country Club PD Plan which calls for development of a total of 395 Living Units. The Developer shall have the Voting Rights described in Article V in regards to the number of planned Living Units on file with the Zoning Department, as the number may be amended from time to time.

Section 3. The Developer shall also have the Voting Rights to all Lots owned by persons or entities not entitled to membership as herein defined.

Section 4. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed

against each Owner of and becomes a lien upon the Lot against which such assessments are made as provided by Article VI of the Original Declaration and, in accordance with Article VI of these By-Laws, such Supplemental Declarations of Covenants and Restrictions as may be recorded from time to time concerning additions to The Properties.

Section 5. The membership rights of any person whose interest in The Properties is subject to assessments under Article III, Section 4, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Board of Directors during the period when the assessments remain unpaid; but upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of any person thereon, as provided in Article IX, Section 1, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

#### ARTICLE IV. VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

##### Class A.

Class A Members shall be all those Owners defined in Article III, Section 1, with the exception of the Developer. Class A Members shall be entitled to one vote for each Living Unit in which they hold the interest required for membership by Article III. When more than one person holds such interest or interests in any Living Unit, all such persons shall be Members, and the vote for such Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit.

##### Class B.

The Class B Member shall be the Developer. The Class B Member shall be entitled to four votes for each Lot or Living Unit in which it holds the interest required for membership by Article III, and for each Lot and/or Living Unit contemplated to be developed in the Sweetwater Country

Club Development Property, provided that Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

ARTICLE V. PROPERTY RIGHTS AND RIGHTS  
OF ENJOYMENT OF COMMON PROPERTY

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Property and facilities as provided by Article IV, of the Original Declaration.

Section 2. Any Member may delegate his rights and enjoyment in the Common Property to the members of his family who reside upon The Properties or to any of his tenants. Such Member shall notify the Secretary in writing of the name of any such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 5, to the same extent as those of a Member.

ARTICLE VI. ASSOCIATION PURPOSES AND POWERS

Section 1. The purpose for which the Association is organized is to promote the recreation, health, safety, and welfare of the residents within The Properties, and such additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation.

Section 2. The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members and the Association shall make no distributions of income to its Members, directors or officers.

Section 3. Additions to The Properties may be made only in accordance with provisions of the Original Declaration and any Supplemental Declarations. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties and membership of this Association to such properties. Where the applicable covenants require that certain additions be approved by this Association, such approval shall have the assent of a majority of the votes of all Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of

which shall be mailed to all Members at least thirty (30) days in advance setting forth the purpose of the meeting.

Section 4. Subject to the provisions of the Original Declaration and the Supplemental Declarations and to the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of a majority of the votes of all Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance setting forth the purpose of the meeting.

Section 5. Dedication of Properties or Transfer of Function to Public Agency or Utility. The Association shall have power to mortgage the Common Property only as authorized under the recorded covenants and restrictions applicable to The Properties.

#### ARTICLE VII. BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) nor more than seven (7) Directors; provided, however, the Board shall consist of an odd number. The initial Board of Directors shall consist of three (3) directors who shall hold office until the election of their successors as specified herein.

Section 2. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until resignation or removal, are as follows:

<u>Name</u>	<u>Address</u>
E. Everette Huskey	1515 South Orlando Avenue Maitland, Florida 32751
Charles F. Emerson, Jr.	1515 South Orlando Avenue Maitland, Florida 32751
James E. Herod	1515 South Orlando Avenue Maitland, Florida 32751

Vacancies in the Board of Directors shall be filled by the remaining directors, any such appointed director to hold office until his successor is elected by the Members, who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose.

ARTICLE VIII. ELECTION OF DIRECTORS:  
NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Original Declaration and any Supplemental Declarations. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association.

Section 3. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

Section 4. The Nominating Committee shall make as many nominations for the election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members as the committee in its discretion shall determine. Nomination shall be placed on a written ballot as provided in Section 5 and shall be made in advance for the time fixed in Section 5 for the mailing of such ballots to Members.

Section 5. All elections to the Board of Directors shall be made on written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and (c) contain a space for write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by

the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for return (which shall be a date not later than the day before the annual meeting or special meeting called for the elections).

Section 6. Each Member shall receive as many ballots as he has votes. Notwithstanding that a Member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballot shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the Members shall be advised that because of the verification procedures of Section 7, the inclusion of more than one ballot in any one "Ballot" shall disqualify the return. Such "Ballot" envelope, or envelopes (if a Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the following address: 1515 South Orlando Avenue, Maitland, Florida 32751.

Section 7. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the annual or other special meeting in which the elections are to be held. On that day the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee which shall consist of five (5) Members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall: (a) establish that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the Member or his proxy identified on the outside envelope containing them; and (b) ensure that the signature of the Member or his proxy on the outside envelope is genuine; and (c) ensure that if the vote is by proxy that a proxy has been filed with the Secretary as provided in Article XIV, Section 2, and that such proxy is valid. Such procedure shall be followed as to ensure that the vote of any Member or his proxy shall not be disclosed to anyone, including members of the Election Committee.



The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one "Ballot", all ballots in such envelope shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the Members present, the ballots and the outside envelopes shall be destroyed.

ARTICLE IX. POWERS AND DUTIES  
OF THE BOARD OF DIRECTORS

Section 1. A Board of Directors shall have power:

(a) To call special meetings of the Members whenever it deems necessary and it shall call a meeting at any time upon written request of the requisite number of voting membership, as provided in Article XIII, Section 2.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, officer or director of the Association in any capacity whatsoever.

(c) To establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 4.

(d) To adopt and publish rules and regulations governing the use of the Common Property and facilities and the personal conduct of the Members and their guests thereon.

(e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association.

(f) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may, in its discretion, by action taken at the meeting during which said third absence occurs or at any subsequent consecutive meeting where said member of the Board of Directors shall still be absent, declare the office of said absent Director to be vacant.

Section 2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such is requested in writing by the requisite number of the voting membership, as provided in Article XIII, Section 2.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in Article V of the Original Declaration or any Supplemental Declaration, applicable to the Properties:

(1) To fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;

(2) To prepare a roster of the Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member, and, at the same time;

(3) To send written notice of each assessment to every Owner subject thereto.

(d) To issue, or to cause an appropriate officer to issue upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

#### ARTICLE X. DIRECTORS' MEETINGS

Section 1. A regular meeting of the Board of Directors shall be held on 5th day of each month at 12:00 o'clock, noon provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same

hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two Directors after not less than three (3) days notice to each Director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or whenever held, shall be valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to a holding of such meeting, or approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

Section 6. Any action required to be taken at a meeting of the Directors of the Association, or any action which may be taken at a meeting of the Directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the Directors or of all members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

#### ARTICLE XI. OFFICERS

Section 1. The officers shall be a President, a Vice President, a Secretary, and a Treasurer. The President and Vice President shall be members of the Board of Directors.

Section 2. The officers shall be chosen by the majority of the Board of Directors.

Section 3. All of the officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all

notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. The Vice President shall perform all duties of the President in his absence.

Section 6. The Secretary, if not an actual member of the Board of Directors, shall be ex officio Secretary to the Board of Directors, and shall record the votes and keep minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members.

Section 7. The Treasurer shall receive and deposit in an appropriate bank account all moneys of the Association and shall disburse all funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the President or the Vice President.

Section 8. The Treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

#### ARTICLE XII. COMMITTEES

Section 1. The Standing Committees of the Association shall be: the Nominations Committee, the Recreation Committee, the Maintenance Committee, the Architectural Review Board, the Publicity Committee, the Audit Committee.

Unless otherwise provided herein, each committee shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors for Board contact. Committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such

annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable, or disband any standing committee deemed not necessary.

Section 2. The Nominations Committee shall have the duties and functions described in Article VIII.

Section 3. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Property of the Association, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Architectural Review Board shall be formed and have the duties and functions described in Article VII, of the Original Declaration and any Supplemental Declaration applicable to The Properties. It shall watch for any proposals, programs, or activities which may adversely affect the residential value of The Properties and shall advise the Board of Directors regarding Association action on such matters.

Section 6. The Publicity Committee shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

Section 7. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8. The Treasurer shall be an ex officio member of the committee.

Section 8. With the exception of the Nominations Committee and the Architectural Review Board (but then only as to those functions that are governed by Article VII, Original Declaration and the Supplemental Declarations),

each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 9. It shall be the duty of each committee to receive complaints from Members about any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented. The Board of Directors has overall responsibility for action of the committees and can change and/or reverse any action taken by a committee if the Board of Directors considers such action to not be in the best interest of the Association and the Members.

### ARTICLE XIII. MEETINGS OF MEMBERS

Section 1. The regular annual meeting of membership shall be held on the first Saturday of the month of June in each year, at the hour of 12 o'clock, noon. If the day for the annual meeting of the Members shall fall upon a holiday, the meeting shall be held on the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, and a special meeting shall be called upon written request of the Members who have a right to vote one-fourth (1/4) of all the votes of the entire membership or who have a right to vote one-fourth (1/4) of the votes of the Class "A" membership.

Section 3. Notice of any meetings shall be given to the Members by the Secretary. Notice may be given to the Member either personally, or by sending a copy of the notice through the mails, postage thereon fully prepaid to his address appearing on the books of the corporation. Each Member shall register his address with the secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business of any meeting that shall involve an election governed by Article VIII or any action governed by the Articles of Incorporation

or by the Original Declaration or any Supplemental Declaration applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the Original Declaration or any Supplemental Declarations shall require a quorum as therein provided.

#### ARTICLE XIV. PROXIES

Section 1. At all Association meetings of Members, each Member shall vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the Member of his home or other interest in The Properties.

#### ARTICLE XV. BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member.

#### ARTICLE XVI. CORPORATE SEAL

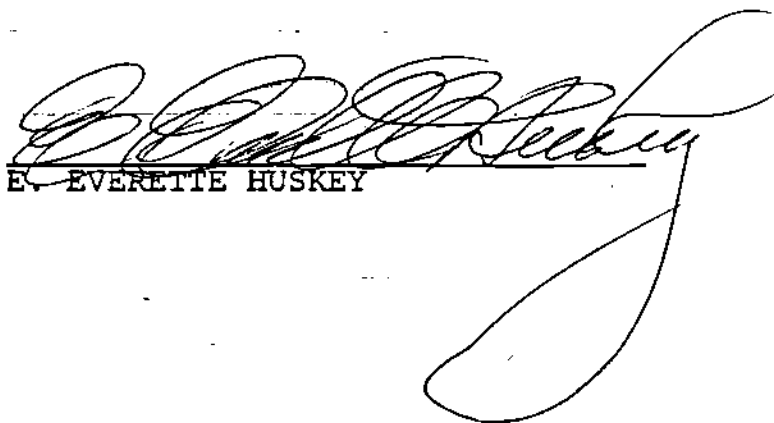
Section 1. The Association shall have a seal consisting of two concentric circles with the words "Sweetwater Country Club Homeowners' Association, Inc." between the circles.

#### ARTICLE XVII. AMENDMENT

Section 1. These By-Laws may be amended at any regular or special meeting of the Members, by a vote of a majority of a quorum of each class of Members present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Original Declaration, or any Supplemental

Declaration, applicable to The Properties may not be amended except as provided in such Covenants and Restrictions.

Section 2. In a case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Original Declaration, or any Supplemental Declaration, and these By-Laws, the Original Declaration, or the Supplemental Declaration, shall control.



E. EVERETTE HUSKEY