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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
SWEETWATER RIDGE TOWNHOMES AT MAGNOLIA POINTE**

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Sweetwater Ridge Townhomes at Magnolia Pointe hereinafter ("Declaration") was recorded at Official Records Book 2482, Page 668, Public Records of Lake County, Florida, together with its Amendment recorded at Official Records Book 3346, Page 2214; and again at Official Records Book 3525, Page 576, Public Records of Lake County, Florida and Declarations of Annexation of Additional Property recorded at Official Records Book 2493, Page 1456; Official Records Book 2763, Page 887; and Official Records Book 3048, Page 1990, Public Records of Lake County, Florida; and

WHEREAS, Article 15, Section 15.2 of the Declaration states that the holders of at least two-thirds (2/3) of the votes of the Members present in person or by proxy at a duly called meeting, may change or amend any provision of the Declaration; and

WHEREAS, the Association's Membership desire to restate and amend the Declaration and all Amendments and Declarations of Annexation thereto, in their entirety; and

WHEREAS, on June 18, 2013, three (3) votes were cast against and forty-eight (48) votes were cast in favor of amending and restating the Declaration and Amendments, which said votes constitutes at least two-thirds (2/3) of the votes of the Members present in person or by proxy at the meeting.

Now, therefore, the Association hereby amends the Declaration in its entirety which supersedes and the Declaration and all Amendments thereto and shall run with the Property, shall be binding on all parties having or acquiring any right to title in or to the Property or in any part thereof, including Owners, renters, their guests or invitees, and shall inure to the benefit of each and every person or entity from time to time, owning any interest in said Property. All future Amendments to the covenants and restrictions shall be made to this Amended and Restated Declaration:

THIS AMENDED AND RESTATED DECLARATION, made this 18th day of June 2013, by SWEETWATER RIDGE TOWNHOMES OWNERS ASSOCIATION, INC. whose address is 1645 East Highway 50, Suite 201, Clermont, FL 34711.

WITNESSETH

WHEREAS, the real property situate, lying and being in Lake County, Florida, and described on *Exhibit A* attached hereto and incorporated herein by this reference, is a residential community with common facilities for the benefit of said community subject to the Declaration of Covenants Conditions and Restrictions for Sweetwater Ridge Townhomes at Magnolia Pointe recorded at Official Records Book 2482, Page 668, Public Records of Lake County Florida as amended on January 5, 2007 at Official Records Book 3346, Page 2214, Public Records Lake County Florida (hereinafter the "Declaration"); and

WHEREAS, it is contemplated that Sweetwater Ridge Townhomes will be developed as a single-family, attached dwelling type community, having streets, parking, street lights, open spaces, stormwater drainage and retention areas and other common property and improvements for the benefit of the owners of the units within Sweetwater Ridge Townhomes, made subject to the terms of this Declaration; and

WHEREAS, the Sweetwater Ridge Townhomes Owners Association, Inc. desires to amend and restate the Declaration as amended, provide for the preservation and enhancement of the property values and quality of life in Sweetwater Ridge Townhomes, the personal and general health, safety and welfare of the owners of the affected lands, and for the maintenance of street lights, fencing, stormwater drainage and improvements located in Sweetwater Ridge Townhomes, and other common facilities as may be specifically designated on a plot plan, surveyor's map or Planned Development Master Plan, or as are actually built; and, to this end, desires to subject portions of the real property described in *Exhibit A* from time to time to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each subsequent owner thereof, and shall be binding upon and run with the title to Sweetwater Ridge Townhomes; and

WHEREAS, to provide a means for meeting the purpose and intents herein set forth, it is deemed desirable to amend and restate the Declaration, as amended, and reaffirm creation of Sweetwater Ridge Townhomes Owners Association, Inc. a non-profit corporation to which has or may be conveyed title and delegated and assigned the powers of maintaining and administering the common property and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Sweetwater Ridge Townhomes Owners Association, Inc. (also referred to as the Association) has incorporated under the laws of the State of Florida, as a non-profit corporation, for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the real property described in *Exhibit B* is hereby designated as Phase I of Sweetwater Ridge Townhomes at Magnolia Pointe and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which shall be binding upon and enforceable by the Association and Owners of Units in the Property, and which shall run with the land and be binding upon all parties having any right, title or interest in the property described in *Exhibit A* and their heirs, successors, tenants and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1

DEFINITIONS

The following words when used in this Amended and Restated Declaration, unless the context shall prohibit, shall have the following meanings:

1.1 "Architectural Review Board" or "ARB" shall mean and refer to the Architectural Review Board of the Magnolia Pointe Master Homeowner's Association, Inc. as set forth more particularly in the Master Declaration.

1.2 "Articles of Incorporation and Bylaws" shall mean and refer to those of Sweetwater Ridge Townhomes Owners Association, Inc., a Florida corporation not for profit, the Articles of Incorporation and Bylaws of which are attached hereto as *Exhibit C* and *Exhibit D* and by reference made a part hereof.

1.3 "Association" shall mean and refer to Sweetwater Ridge Townhomes Owners Association, Inc., a Florida corporation not for profit, its successors and assigns. This is the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sweetwater Ridge Townhomes to which the Articles of Incorporation and Bylaws of the Association make reference.

1.4 "Board of Directors" shall mean and refer to the Board of Directors for the Association.

1.5 "Builder" shall mean and refer to any person or entity who purchases a Unit for the purpose of constructing improvements thereon for resale.

1.6 "Common Expense" shall mean and refer to all actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association for Sweetwater Ridge Townhomes, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to the Amended and Restated Declaration, the Articles and the Bylaws.

1.7 "Common Property" shall mean and refer to those areas of land, including streets and parking areas, shown on a plot plan, surveyor's map or Planned Development Master Plan, intended to be devoted to the common use and enjoyment of the Owners of the Property, title to which is held by the Association. Common Property shall include all parts of the Property which are not otherwise designated as Units, including personal property held and maintained for the joint use and enjoyment of all of the Owners.

1.8 "Declarant" or "Developer" shall mean and refer to LAKE EQUITY PARTNERS, LLC, its successors and assigns. No successor or assignee of the Declarant, shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

1.9 "Amended and Restated Declaration" shall mean and refer to this Amended

and Restated Declaration of Covenants, Conditions and Restrictions for Sweetwater Ridge Townhomes, including such amendments as from time to time shall be made, as recorded in the Public Records of Lake County, Florida.

1.10 "Master Declaration" shall mean and refer to the Declaration of Master Covenants, Conditions and Restrictions for Magnolia Pointe as recorded in Official Records Book 1585, Page 327 of the Public Records of Lake County, Florida, including such amendments as from time to time shall be made.

1.11 "Fiscal Year" shall mean a calendar year.

1.12 "Limited Common Property" shall mean and refer to those areas of Common Property appurtenant to a Unit, including but not limited to all portions of a driveway for a Unit served by the driveway and not part of the Unit, privacy walls between Units, and any entry porch appurtenances, and which are initially constructed by Declarant before conveyance of title to a Unit by the Declarant has been made, and those areas of unimproved property adjacent to the Units as hereinafter described or as may be shown and designated on a plot plan, surveyor's map or Planned Development Master Plan.

1.13 "Member" shall mean and refer to each Owner who is a Member of the Association as provided for herein.

1.14 "Sweetwater Ridge Townhomes" shall mean and refer to the real property described in *Exhibit A* and the residential community to be developed upon the Property.

1.15 "Owner" shall mean and refer to the record title holder, whether one or more persons or entities, of fee simple title to each Unit included in Sweetwater Ridge Townhomes (other than the Association); but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Unit owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety. In the event any life estate is created with respect to any Unit in Sweetwater Ridge Townhomes, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for as long as the life estate shall exist.

1.16 "Property or Properties" shall mean and refer to all such existing property as described on *Exhibit A* attached hereto, as the Property subject to this Amended and Restated Declaration and any subsequent amendments thereto.

1.17 "Rules and Regulations" shall mean and refer to those rules and regulations promulgated from time to time by the Board of Directors of the Association for the Common Areas and Units to which all Owners shall be subject.

1.18 "Transfer Date" shall mean and refer to that certain date when management and control of the Association was turned over to the homeowner controlled Board of Directors thereof by Declarant as defined by the original Declaration.

1.19 "Unit" shall mean and refer to each separately described portion of the Property which is intended to be occupied as a single family residence or household, including without limitation, each legally described residential parcel (together with the residence, if any, constructed thereon), attached dwelling, townhouse and any other form of residential occupancy or ownership now existing or hereafter created. Unit shall include in its meaning any interest in real property appurtenant to the ownership of the Unit.

ARTICLE 2

GENERAL PLAN OF DEVELOPMENT OF Sweetwater Ridge Townhomes

2.1 General Nature of Development. The purpose of this article is to generally describe the plan, manner, and method of development of Sweetwater Ridge Townhomes. Therefore, the provisions and statements contained in this article will necessarily be general in nature, and any conflict between them and more specific statements found hereafter in the remaining articles of the Amended and Restated Declaration shall be resolved in favor of such more specific statements.

2.2 Development. The form of ownership shall provide for each Owner to actually own the portion of land lying beneath the Owner's Unit.

Attached hereto as *Exhibit E* is a surveyor's map of the land described in *Exhibit A*, upon which is shown the planned development of Sweetwater Ridge into townhomes.

2.3 Owners Association. The Association has the responsibility and duty of: (1) owning, operating, administering and maintaining the Common Property; (2) administering and maintaining certain portions of the Units, including the carrying of hazard insurance coverage thereon, all as set forth herein; (3) assessing and collecting the assessment charges necessary to pay the Common Expenses; and (4) enforcing this Amended and Restated Declaration. Each Owner of a Unit shall automatically be a Member of the Association, and as such, shall be entitled to the rights and privileges of such membership and be responsible for the duties of such membership, including the duties to pay assessment charges and comply with all rules and regulations of the Association and the terms of this Amended and Restated Declaration. The Association may refuse to accept the duty of maintaining any Unit which is not constructed in accordance with this Amended and Restated Declaration, but such refusal may be asserted only at the time such Unit is first constructed. After the duty of maintaining any Unit has been accepted, expressly or by implication, such duty cannot later be refused.

ARTICLE 3

PROPERTY SUBJECT TO THIS DECLARATION

3.1 Property subject to this Declaration. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Amended and Restated Declaration is located in Lake County, Florida, and is legally described in *Exhibit B* attached hereto and incorporated herein by reference.

3.2 Additional Property. The Developer and the Association shall have the right,

but not the obligation, to bring within the scheme of this Declaration, as Additional Property, additional properties contained within the parcel described in *Exhibit A* at any time within 20 years from the date this Declaration is recorded, which annexation may be accomplished without the consent of the Association, the Owners or occupants of The Property, any mortgagee or lienholder, or anyone else. The Association may bring within the scheme of this Declaration, as Additional Property, additional properties upon the approval of a majority of a quorum of the Members who are present in person or by proxy at a Members' meeting.

3.3 Method of Annexation. The annexations authorized under this Article shall be made by recording a Supplemental Declaration, executed by "Developer" or the Association, which shall extend the covenants and restrictions of this Amended and Restated Declaration to such Additional Property. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Amended and Restated Declaration for the purposes of annexing property to this Amended and Restated Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration may contain such terms and provisions as may be desirable to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches being implemented, all of which may be significantly at variance with that of the Property. Any annexation shall not require approval by the Association.

Owners, upon recordation of any Supplemental Declaration, shall also have a right and nonexclusive easement of use and enjoyment in and to the Common Property within the real property so annexed and an obligation to contribute to the operation and maintenance of such Common Property within the annexed lands as well as all other Common Property operated and maintained by the Association, including, but not limited to the Recreational Amenity Center.

Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Amended and Restated Declaration and to the jurisdiction of the Association.

ARTICLE 4

APPURTENANCE OF COMMON PROPERTY AND PARTITION

4.1 Appurtenance of Common Property. All easements and other rights herein given to Owners of Units, including the right to be Members in the Association, are hereby declared to be appurtenant to such Units and shall not be separately conveyed, encumbered or otherwise dealt with separately from the Units. Any instruments, whether a deed, mortgage or otherwise, which purport to transfer or convey a Unit shall also transfer and convey all of the Owner's rights, easements, duties and obligations hereunder, whether specifically mentioned or not. Once an Owner conveys title to a Unit to some other entity, that Owner shall automatically lose the Owner's rights and easements hereunder, and the grantee of the Owner shall automatically become the new Owner subject to all rights, duties and obligations hereof.

4.2 Waiver of Partition. Each subsequent Owner of any interest in a Unit and in the Common Property, by acceptance of a conveyance or any instrument transferring an interest,

waives the right of partition of any interest in the Common Property under the laws of the State of Florida as it exists now or hereinafter until this residential community is terminated according to the provisions hereof or by law. Any Owner may freely convey an interest in a Unit subject to the provisions of this Amended and Restated Declaration.

ARTICLE 5

ASSOCIATION STRUCTURE, POWERS, DUTIES, MEMBERSHIP AND VOTING RIGHTS

5.1 Nonprofit Corporation. Articles of Incorporation for Sweetwater Ridge Townhomes Owners Association, Inc., a Florida corporation not for profit, have been filed with the office of the Secretary of State of the State of Florida, and duly processed in said office to the end that a charter has been granted. The principal purpose of the Association is to perform the acts and duties desirable for residential community living as provided for in this Amended and Restated Declaration, to own and hold title to all of the Common Property, to administer and manage Sweetwater Ridge Townhomes in accordance with the terms and conditions hereof and subject to its Articles of Incorporation and Bylaws, and to levy and enforce collection of assessments as are necessary to perform all of said acts, duties and obligations, and all other duties herein expressly or impliedly imposed upon the Association. Neither the Articles nor the Bylaws shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Amended and Restated Declaration or subsequent amendments. In the event of any such inconsistency, the provisions of this Amended and Restated Declaration and subsequent amendments thereto shall prevail.

5.2 Membership. Each Owner shall automatically 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. Such membership shall continue for as long as such ownership continues, and shall automatically terminate when such person or entity no longer owns such interest.

The Association membership of each Owner shall be appurtenant to the Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

5.3 Voting Rights.

Members shall be all Owners, Members shall be entitled on all issues to one (1) vote for each Unit in which they hold the interest required for membership.

5.4 Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners casts a vote on behalf of a particular Unit, it shall thereafter be conclusively presumed for all purposes that he or she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than

the appropriate number of votes is cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

5.5 Board of Directors, Bylaws, and Rules and Regulations. All of the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors thereof, which Board shall consist of no fewer than three (3) nor more than seven (7) directors, a majority of whom must be Members of the Association and the exact number to be determined by the Members of the Association prior to the vote therefor. Such directors shall be elected as set forth in the Articles of Incorporation and Bylaws by all of the Members entitled to vote, and each director shall be the Owner of a Unit or partial Owner of a Unit where such Unit is owned by more than one individual, or if a Unit is owned by a corporation or partnership, any duly elected officer or director of an Owner corporation or general partner of an Owner partnership may be elected a director or directors. Additionally, the Board of Directors may promulgate and enforce reasonable uniform rules and regulations which may be necessary or expedient for the general control, management and operation of Sweetwater Ridge Townhomes in accordance with the purposes and objectives of a residential community association and subject to the provisions hereof.

5.6 Control by Members. Members other than the Declarant and Builders are entitled to elect the members of the Board of Directors of the Association.

"Members other than the Declarant and Builders", for purposes of this section, shall include builders, contractors or others who were conveyed a Unit for the purpose of constructing improvements thereon for resale.

ARTICLE 6

EASEMENTS

6.1 Members' Easements of Enjoyment. Subject to the provisions of this Amended and Restated Declaration, the Association and every Member of the Association shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property, and such rights shall be appurtenant to and shall pass with the title to every Unit in the Properties. Said rights shall include, but not be limited to, the following:

a. Pedestrian traffic over, through and across sidewalks, paths, walks, driveways, entrances to buildings, and other portions of the Common Property as may be from time to time be intended and designated for such purpose and use; vehicular traffic over, through and across such portions of the Common Property as may from time to time be paved and intended for such purposes; and ingress and egress over such streets, sidewalks, walks, driveways, entrances to buildings and other rights-of-way serving the Units as shall be necessary to provide for reasonable access to the public rights-of-way. In no event shall such easements give or create in any Unit Owner or any other person the right to obstruct such easements nor shall any Unit Owner or any other person have the right to park automobiles or other vehicles on any portion of the Property not designated for parking purposes. Notwithstanding the foregoing, due to the Declarant and Builders' installation of shortened driveways, when considering enforcement of this provision, the Association may consider the length of each Unit's driveway and whether the length makes it impossible to park a vehicle without obstructing the sidewalk easements.

b. Share use of walkways along and over adjoining property lines for access to and from the front entrances to individual residences. Easements for such use are hereby created and granted for this purpose to the owners of such adjoining Units.

c. Rights and easements of drainage across storm water drainage and retention structures and areas, and to connect with, maintain and make use of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the streets and roads or other areas of the Common Property; and

d. Rights to use and enjoy the Common Property for any purpose not inconsistent with this Amended and Restated Declaration and any amendments thereto, the Bylaws and rules and regulations of the Association or governmental regulations.

6.2 Title to Common Property. The Declarant or Builders may retain the legal title to all or any portion or portions of the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant or Builders, the Association is able to maintain the same. The Declarant or Builders may convey or turn over certain items of the Common Property and retain others. The Declarant hereby covenants for itself, its successors and assigns, that it shall convey to the Association all then-existing and completed Common Property located within the Property no later than at such time as Declarant has conveyed to Owners fee simple title to seventy-five percent (75%) of the Units in the Property. Said conveyances shall be free and clear of any mortgage lien. The conveyance of the Common Property to the Association shall be deemed to contain the following covenant which shall run with the land, whether or not specifically set forth in said conveyance, and shall be binding upon the Association, its successors and assigns, for as long as such property shall remain subject to the Amended and Restated Declaration:

In order to preserve and enhance the property values and amenities of the Property, the Common Property and all landscaping and drainage and other improvements now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards.

Title may be conveyed to the Association at the discretion of the Declarant or Builder.

6.3 Extent of Members' Easements. The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following;

a. Utilities easements are reserved over, across and under the Property as may be required for utility services in order to serve the Units and Common Property adequately, including but not limited to, easements for the purpose of allowing such access rights as are necessary to utilize and service any lift station or utility transformer boxes located within the Property.

b. An express blanket easement is hereby reserved as may be required over, across and under the area underneath the slab of each Unit for utilities including but not limited to electricity, telephone, cable television, fiber optics and communications for the use and

enjoyment of the other Owners.

c. An express blanket easement is hereby reserved as may be required over, across and under the exterior walls of each Unit for the location of utilities including but not limited to electric meters, gas meters, telephone, cable television, fiber optics and communications connections.

d. The Association, subject to the rights of the Owners as set forth in this Amended and Restated Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.

e. The right of the Association thereafter, to grant or dedicate to any Owner, to any governmental agencies and/or to any utility companies, and to reserve installation, easements and rights-of-way in, through, under, over and across the Common Property for the maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, fiber optics, telephone, electricity, and other utilities, and for the completion of the development. No improvement or material may be placed upon any such an easement as may damage or interfere with the installation, maintenance and operation of utilities or that may change the direction, or affect the flow of drainage.

6.5 Beneficiaries of Easements Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Amended and Restated Declaration shall be for the benefit of the Association, and the Owners, all as more specifically set forth elsewhere in this Amended and Restated Declaration, and any Owner may also grant the benefit of such easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

6.4 Intentionally left blank.

6.6 Easement for Encroachments. An easement for encroachment in the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches on any Unit or Common Property, and in the event that any Unit now or hereafter encroaches upon the Common Property as a result of a surveying error or inaccuracies in construction or reconstruction, or due to settlement or movement of any of such improvements so that the encroaching improvements shall remain undisturbed for as long as the encroachment exists. It shall be deemed that the Owner of such Unit or the Association, as the case may be, has granted a perpetual easement to the Owner of the adjoining Unit or the Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are constructed in substantial conformity with the original structure or improvement. Any easement for encroachment shall include an easement for the maintenance of the encroaching improvements in favor of the Owner of such improvements.

6.7 Association Easements. The Association shall have an easement for access to all Units for ingress and egress as required by its officers, directors, employees, and their agents and independent contractors, in order to perform its obligations and duties of lawn care and

maintaining, landscaping, painting and repairing such Units as set forth in this Amended and Restated Declaration.

6.8 Limited Common Property Easements. An easement or easements in favor of the Unit Owners for use of the Limited Common Property appurtenant to their respective Units as defined in Article 1 of this Amended and Restated Declaration.

6.9 Easement of Support. With respect to the attached Units, each party wall of a Unit shall be subject to an easement of support for adjoining Units, and shall be subject to an easement for conduits, ducts, plumbing, wiring and other facilities for the furnishing and maintenance of public utility services to adjoining Units.

6.10 Other Easements. Other easements, if any, as may have been granted over the Property as set forth in the survey contained in *Exhibit E* attached hereto.

6.11 Failure of Easement. Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement, and the Unit Owners designate the Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

ARTICLE 7

ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessment; Claim of Lien. Each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements and emergency requirements, such assessments to be established and collected in the manner hereinafter provided; and (3) other assessments as set forth in this Amended and Restated Declaration. The annual and special and other assessments, together with interest thereon, late charges, lien charges and costs of collection thereof, including court costs and reasonable attorneys' fees (including fees and costs incurred with the County or Circuit Court and upon appeal), shall be a charge on the land and a continuing lien upon the Unit against which each such assessment is made from the date on which each such assessment is due. The lien is effective from and shall relate back to the date on which the original Declaration was recorded. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the Public Records of Lake County Florida. Each such assessment, together with interest, late charges, lien charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due. An Owner, regardless of how title to the property was acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Owner and is jointly and severally liable with the previous Owners for all unpaid assessments that come due up to the time of transfer of title.

Notwithstanding anything to the contrary contained in this Article, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that become due before the first mortgagee's acquisition of title, is limited to the amounts provided in Section 720.3085, Florida Statutes (2011), as amended from time to time. The Association has the right to cause a claim of lien to be recorded in the Public Records of Lake County giving notice to all persons that the Association is asserting a claim of lien upon the Unit. Said claim of lien shall state the description of the Unit, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable satisfaction of such lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In such foreclosure, the Owner of a Unit shall be required to pay a reasonable rental for the Unit or a portion thereof, and the Association shall be entitled as a matter of law to the appointment of a receiver to collect same.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance and repair of the surfacewater or stormwater management systems, including but not limited to work within retention areas, drainage structures and drainage easements, and for promoting the recreation, health, safety, and welfare of the Owners in the Property, for the performance by the Association of its duties and the exercise of the power conferred upon it, for the improvement, repair and maintenance of the Property, services and facilities which have been or will be constructed, installed or furnished upon it, and which are devoted to the purpose and related to the use and enjoyment of the Common Property and of the Units situated within the Property, the System, and for such other purposes as may be deemed desirable or appropriate from time to time by the Board of Directors, including but not limited to:

- a. Payment of operating expenses of the Association, including management fee and manager's salary, if any, and legal and accounting fees;
- b. Lighting, improvement and beautification of entry ways, access ways and easement areas (whether dedicated to the public or private), and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, parking, entry features, and the costs of controlling and regulating traffic on the access ways if not maintained by a public body;
- c. Maintenance, improvement and operation of water, sewer and drainage easements and systems not maintained by any governmental agency;
- d. Maintenance, repair and improvement of all recreational facilities;

e. Management, maintenance, improvement and beautification of the Common Property, including but not limited to landscaping, irrigation system, stormwater drainage and retention features on Common Property;

f. Management, maintenance, improvement and beautification of all yard maintenance for the yards of all attached Units, including the irrigation system, landscaping, shrubbery and maintenance thereof in a neat and orderly fashion;

g. Maintenance, repair and replacement of all streets, driveways, roadways, parking areas, sidewalks, and walks situated upon the Common Property which have not been dedicated to any governmental unit, drainage structures, walks and street lighting fixtures in the Common Property, which street lighting fixture maintenance shall include and extend to payment for all electricity consumed in their illumination;

h. Maintenance, repair and replacement of all structural portions of an attached Unit (except interior surfaces, glass and mechanical operation of garage doors), which contribute to the support of the attached Unit and the building of which it is a part, which portions shall include but not be limited to load bearing columns, load bearing walls, roofs, and outside walls. The Association shall not have the responsibility for servicing any equipment for the furnishing of utility services to an individual attached Unit, including but not limited to air conditioning and heating compressor facilities, plumbing and wiring;

i. All incidental damage caused to an attached Unit by reason of the maintenance, repair and/or replacement, which is the responsibility of the Association and which is not covered by the Unit Owner's hazard insurance. Such damage shall be promptly repaired by the Association;

j. Repayment of funds and interest thereon borrowed by the Association, if any;

k. Payment of premiums for hazard and liability insurance required to be kept and maintained by the Association;

l. Payment of all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association or the Common Property. Such taxes and assessments may be contested or compromised by the Association;

m. Funding of appropriate reserves for future repair and replacement;

n. Making available to Unit Owners and all holders, insurers, or guarantors of any mortgage encumbering a Unit current copies of the Amended and Restated Declaration, Bylaws, other rules and regulations concerning Sweetwater Ridge Townhomes, and the books, records, and financial statement of the Association. To make available means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Upon written request of any holder of a mortgage, the Association shall furnish to such holder a copy of the Association's financial statement for the immediately preceding fiscal year;

o. Upon receipt of a written request from the holder, insurer, or guarantor of any mortgage on a Unit, identifying the name and address of such holder, insurer, or guarantor and

the Unit number or address, furnishing timely written notice of:

- (1) Any condemnation or casualty loss that affects either a material portion of Sweetwater Ridge Townhomes or the Unit which secures such mortgage;
- (2) Any sixty (60) day delinquency in the payment of assessment or charges owed by the Owner of any such Unit;
- (3) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (4) Any proposed action that requires the consent of a specified percentage of mortgage holders; and

p. Doing any other thing necessary or desirable in the judgment of said Association to keep the Common Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of the said Association, may be of benefit to the Owners or occupants of the Property.

7.3 Annual Assessments. The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year. The Board shall prepare and approve a budget covering the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and such capital improvements budget items as approved by the Board as provided herein. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any fiscal year for which the budget has been projected. Likewise, notwithstanding any provision herein to the contrary, the Board may increase the amount of levy during a fiscal year after the budget has been adopted and the assessment has been made if the Board determines that additional monies will be required in order to fund and pay for any expenses otherwise properly included with the annual assessment. The Board shall set aside an amount estimated by the Board to be sufficient for the fulfilling of the Association's obligation for maintaining and repairing the Units, plus a reasonable reserve for such purpose. The Board shall budget an annual allocation from that portion of the annual assessment to be set aside in a reserve replacement account. The Board shall maintain a separate reserve replacement account and the annual allocation to that account shall be prorated based upon the number of improved Units in the Property. The funds held in the reserve replacement account shall be used by the Association to pay for capital replacements to attached Units as required. Repairs or replacements required because of abuse or negligence by the Unit Owner (as opposed to repairs or replacements required by normal wear and depreciation) shall not be paid for from the Unit Owner's reserve account, but shall be paid to the Association by the Unit Owner as special assessments for such work. No Owner shall have any interest claim or right to any of the funds held by the Association in the reserve replacement account. In the event that the membership so disapproves the proposed budget for the succeeding year, or in the event the Board shall fail to proposed a budget, then and until such time as a new, acceptable budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year.

7.4 Special Assessment for Capital Improvements (Common Property). In addition to the annual assessments authorized by subsection 7.3 herein, the Association may levy in any assessment year a special assessment, applicable to that year only, to defray, 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, including the necessary fixtures and personal property related thereto. Provided, however, that no such special assessment shall be levied when the amount thereof shall exceed the current regular annual assessment, unless prior written consent is received from a majority of all Members voting at a duly called meeting of the Association. The due date for payment of all special assessments shall be fixed in the resolution authorizing such assessment.

7.5 Special Assessments for Maintenance and Capital Improvements (Attached Units). In addition to all other assessments authorized pursuant to this article, the Association may levy in any assessment year a special assessment applicable to a specific Unit whose reserve replacement account, as herein defined, is inadequate to pay for replacements of capital improvements to said Unit.

7.6 Individual Assessments. In addition to all other assessments authorized pursuant to this Article, the Association may levy an Individual Assessment applicable to a specific Unit whose Owners, Owners' family members, tenants and guests have, by their action or inaction, caused the Association to incur any costs, including but not limited to costs of insurance, maintenance, repair, replacement, any attorney's fees and court costs as well as the levying of fines to bring the Unit into compliance or enforce the provisions of the Association's governing documents and Rules and Regulations.

7.7 Rate of Assessment; Commencement. The rate of assessment for the budgeted annual and special assessments (exclusive of special assessments referred to in subsection 7.5 of this article) shall be prorated equally based upon the number of attached Units in the Property. The obligation for payment of assessments for each attached Unit shall begin at the time a certificate of occupancy is issued from the applicable governmental authority and shall be prorated on an accrual basis between successive Owners.

All assessments shall be based upon a calendar year budget adopted by the Association Board of Directors as herein provided. The first annual assessment as to any Unit shall be adjusted according to the number of months remaining in the calendar year. The due dates shall be established by the Board of Directors and can be made payable monthly.

7.8 Notice of Assessment. After adoption of a budget and determination of the annual assessment per Unit, or after adoption of any special assessment, the Association shall assess such sum by promptly notifying all Owners of Units by delivering or mailing notice thereof to the Member representing each Unit Owner at such Member's most recent address as shown on the books and records of the Association. The due dates for payment of any assessment shall be established by the Board of Directors.

7.9 Delinquent Assessments. If the annual assessment is being paid annually and is not paid on or before thirty (30) days after the date when due, or if any special or other assessment is not paid on or before thirty (30) days after the date of notice of the special or other assessment, then such assessment shall become delinquent and shall, together with interest

thereon at the highest rate allowed by law and costs of collection thereof, including reasonable attorney fees, thereupon become a continuing lien of the Unit as provided in subsection 7.1 of this article. The personal obligation of the then Owner to pay such assessments, however, shall remain that Owner's personal obligation for the statutory period, notwithstanding that title to the Unit may be transferred to another with the lien still remaining thereon.

If the annual assessment is being paid in monthly installments and a monthly installment is not paid within fifteen (15) days after the day when due, the Association shall have the right at any time thereafter to accelerate and declare the entire balance of the annual assessment for that year immediately due and payable, and the assessment shall bear interest from the date of delinquency at the rate aforesaid. The Board of Directors may establish a late fee for any assessment not paid within fifteen (15) days of its due date. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Unit in the manner and method provided in subsection 7.1 of this article. The Board of Directors shall have the authority to take such action as it deems necessary in order to collect the assessments, and it may settle and compromise the same if it is in the best interests of the Association. There shall be no offset against assessments for failure or delays in providing service. The Association may suspend the voting rights of a Member for the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

7.10 Certificate of Payment. The Association shall, upon demand, at any time and for a reasonable charge, furnish to the Owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether such assessment has been paid, and if not, the amount thereof. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. Prior to delivering such certificate, the Association shall have the right to demand and receive a written acknowledgment signed by a prospective purchaser of a Unit stating that person has received copies of this Amended and Restated Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations and agrees to be bound thereby. The Association shall make available, for a reasonable charge, copies of this Amended and Restated Declaration, Articles of Incorporation, Bylaws, and rules and regulations to prospective purchasers and tenants.

7.11 Subordination of the Lien to Certain Mortgages. The lien of the assessments provided for by this Amended and Restated Declaration shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Unit in the Property and held by a commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any successor or assignee as a subsequent holder of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities, or any of same constituting an institutional mortgage and the liability of the first mortgagee or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that become due before the first mortgagee's acquisition of title shall be limited to the amounts provided in Section 720.3085, Florida Statutes (2011), as amended from time to time; provided, however, that a sale or transfer of any Unit pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Lot from liability for any assessments which thereafter

become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such first mortgage hereafter placed upon the Property subject to assessment. No mortgagee shall be responsible for the collection of assessments from an Owner.

ARTICLE 8

EXTERIOR MAINTENANCE AND MAINTENANCE ENFORCEMENT

8.1 Association Responsibility. In addition to maintenance of the Common Property, the Association shall provide exterior maintenance upon each Unit which is subject to assessment hereunder. In this connection, the Association shall have the right to do such things as, but not limited to, paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping, drainage and exterior improvements, as well as to provide general cleanup, and removal of debris which in the opinion of the Association detracts from the overall beauty and setting of the community. Such exterior maintenance shall not include glass surfaces and all types of screening.

8.2 Non-Compliance by Owners. In the event the Owner of a Unit fails to maintain it as required herein or makes any structural addition or alteration without the required written consent, the Association or an Owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Association shall have the right to levy at any time an Individual assessment against the Owner of a Unit and the Unit itself for the necessary sums to put the improvements within the Unit in good condition and repair, including undertaking maintenance that is the responsibility of the Unit Owner, or to remove any unauthorized structural addition or alteration, or to replace exterior landscaping or grass. In addition, the Association is authorized to use an Owner's water and electrical service for building and improvement maintenance when deemed necessary. The Association shall incur no cost in doing so and may assess such Owner for costs incurred by the Association.

8.3 Assessment of Cost. The cost of the repair or maintenance referred to herein shall be assessed as an individual assessment against the Owner of the Unit upon which such maintenance is done. In the event the assessment is not paid within sixty (60) days from the date payment is requested, the Association may proceed to place a lien against the Unit in the same manner as provided in Article 7 hereof. Said individual assessment shall be secured by a lien upon the affected Unit and shall also constitute a personal obligation of the Owner. The individual assessment shall be collectible along with interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner, and costs of collection and attorneys' fees, in the same manner as delinquent annual assessments.

8.4 Access at Reasonable Hours. For the purpose of performing the repairs or maintenance authorized herein, the Association, through its duly authorized agents, contractors or employees, shall have the right to enter upon any Unit and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency, as determined by the Board, entry may be made on any day and hour. The Association, or their agents or employees, shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner or the occupants or invitees of the

affected Unit unless caused by gross negligence or intentional wrongdoing.

8.5 Association Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property, and all improvements thereon. Said maintenance obligation shall be deemed to include but not be limited to maintenance, repair and replacement, subject to the insurance and casualty loss provisions contained herein, of all utility lines, pipes, wires, glass, conduits, structures, systems, trees, fences, shrubs, grass, streets, parking spaces, and other improvements situated upon the said Common Property.

8.6 Non-Compliance by the Association. In the event the Association fails to maintain the Common Property or any Unit in accordance with its obligations hereunder, any Owner of any interest in a Unit or holder of a first mortgage on a Unit shall have the right to seek specific performance in a court of equity to compel the Association to do so. In the event of emergency repairs that are the responsibility of the Association, the Owner of an interest in any Unit may give the association twenty-four (24) hours written notice with independent proof of delivery to repair same, and if it is not done, said Owner may proceed to contract in the Owner's own name to make such repairs, and the Association shall be obligated to reimburse said Owner for the reasonable value of the repairs which are necessary and for which the Association has financial responsibility. For purposes of this provision, "emergency repairs" shall mean repairs that are otherwise the responsibility of the Association and that are required to fix breaches in the building envelope that causes exposure of the interior of a Unit to the elements of the weather.

8.7 Contracts for Maintenance. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Common Property and the Units in order to fulfill and complete its obligations and duties hereunder. In so doing, however, it shall not be relieved of such obligation.

ARTICLE 9

COMMON WALLS, ROOFS AND EXTERIORS

9.1 Common Walls and Roofs of Attached Unit. The attached Units comprising each building are residential Units with common walls, known as "party walls", between each Unit that adjoins another Unit. The centerline of a party wall is the common boundary of the adjoining Unit.

Each common wall in a Unit shall be a party wall, and any party to said wall, their heirs, successors and assigns, shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving; but shall prohibit any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original party wall. The costs of maintaining each side of a party, wall shall be borne by the Unit Owner using said side, except as otherwise provided herein.

The entire roof on the building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "common roofing" for maintenance and improvement requirements. Roof insurance as well as insurance on the remainder of the

building will be at the discretion of the Board of Directors.

To the extent not inconsistent with the provisions of this article, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built as part of the original construction and any replacement of improvements in the Property.

9.2 Destruction by Fire or Other Casualty. If a Unit is damaged through an act of God or other casualty, the affected Unit Owner shall promptly have the Unit repaired and rebuilt substantially in accordance with the architectural plans and specifications of the building. The Association shall have the right to specially assess all of the Unit Owners if insurance proceeds are insufficient to repair or rebuild the affected Units in accordance with this paragraph. The assessment and collection of any special assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights of the Association for Association expenses.

The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the wall or fence in proportion to such use.

In the event such damage or destruction of a party wall or common roof is caused solely by the neglect or willful misconduct of a Unit Owner or Unit Owner's family, guest or invitee of the Unit needing such maintenance or repair, any expenses incidental to the repair or reconstruction of such wall or common roof shall be borne solely by such wrongdoer. If the attached Unit Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building, and the Association shall thereafter have the right to specially assess said Unit Owner for the costs of such repair and reconstruction. The assessment and collection of such assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights of the Association for Association expenses.

9.3 Exterior Maintenance and Repair. In addition to maintenance of the Common Property, the Association shall provide exterior maintenance upon each Unit which is subject to assessment hereunder as provided in subsection 8.1 hereunder. No Owner shall authorize the painting, refurbishing or modification of the exterior surfaces of the Owner's Unit or of the building. Normal maintenance of the exterior surfaces, such as pressure cleaning, repainting and refinishing, shall be done uniformly at the same time for the entire building by the Association and as an Association expense. Normal maintenance of the common roof, such as cleaning, refinishing or recovering, shall be done uniformly at the same time for the entire common roof by the Association and as an Association expense.

9.4 Arbitration. If all parties agree, in the event of any dispute arising concerning a party wall, party fence or common roof, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The decision of the arbitrators shall be binding and conclusive upon the parties and any party to the dispute shall not thereafter have the right to institute any action or proceeding at law or equity. All parties shall share equally in the costs of mediation and each party shall bear their own attorneys' fees and costs.

ARTICLE 10

ARCHITECTURAL CONTROL

10.1 Limitation Upon Right of Owners to Alter or Modify Unit. No Owner of a Unit shall permit any modifications or alterations to the Unit without the approval of the Architectural Review Board (ARB). The ARB may adopt written guidelines and standards governing the modification and alteration of the Units, including, but not limited to, the location, size, type or appearance of any structure or other improvement on a Unit as well as standards for the maintenance and appearance of any structure or improvement on a Unit.

ARTICLE 11

OBLIGATIONS OF ASSOCIATION AND OWNERS; RESTRICTIVE COVENANTS

11.1 Obligations of Association. The Association shall have the power and authority to and shall promptly perform all of the matters set forth in subsection 7.2 herein, all of which shall become duties and obligations of the Association.

11.2 Obligations of Owners. Every Owner of an interest in a Unit shall (in addition to other obligations and duties set out herein):

- a. **Assessments.** Promptly pay all assessments levied by the Association;
- b. **Maintenance of Unit.** Maintain in good condition and repair the Unit (including glass, all screening, driveways, party walls and all windows, doors, and associated hardware, and garage doors), all interior surfaces within or surrounding the Unit (such as the surfaces of the walls, ceilings, windows and floors), maintain and repair the fixtures therein, keep clean all exterior glass surfaces and pay for any utilities which are separately metered to the Unit. Said Unit shall be maintained in accordance with this Amended and Restated Declaration, except for changes or alterations approved in writing by the Association;
- c. **Insurance.** Provide insurance coverage when required by the Association pursuant to Article 13;
- d. **Landscaping Maintenance.** Owners shall keep their yards clear so that the Association and its agents can perform regular maintenance without hindrance or inconvenience;
- e. **Parking Area.** Maintain in good condition and repair that portion of the parking area between the driveway and the Unit's garage door or Unit;
- f. **Alterations.** Not make or cause to be made any structural addition or alteration to the Unit or to the Common Property without prior written consent of the ARB;
- g. **Nuisances.** Not permit or suffer anything to be done or kept in the Unit which will increase the insurance rates on the Unit or the Common Property or which will obstruct or

interfere with the rights of other Owners or annoy them by unreasonable noises or otherwise; nor shall an Owner commit or permit any nuisance, immoral or illegal act in the Unit or in or on the Common Property;

h. **Rules and Regulations.** Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of Units and the Common Property which may be adopted in writing from time to time by the Board of Directors of the Association, and see that all persons using the Owner's property by, through or under the Owner do likewise;

i. **Inspection by Association.** Allow the Board of Directors or the agents and employees of the Association to enter any Unit for the purpose of maintenance, inspection, repair or replacement of the improvements within the Unit of the Common Property, allows the Board of Directors of the agents and employees of the Association to enter any Unit in the case of an emergency threatening Units or the Common Property, and for the purpose of determining compliance with these covenants and restrictions and the Bylaws of the Association;

j. **Plumbing, etc.** Pay for all plumbing and electrical repairs within the Unit and for the maintenance, repair and replacement of any air conditioning and heating compressor facility, and any other facility for the furnishing of the utility services presently or hereafter installed outside of any Unit, and which is intended only for the purpose of furnishing such utility services to a Unit, including the hookup from the Unit to the main water and sewer lines;

k. **Waterbeds, etc.** Not permit or suffer anything to be done or kept in the Unit which will cause structural stress or danger to the Unit or any other Unit. Waterbeds are allowed to be placed on the second story of any two-story Unit but any damage caused to any Unit or Common Property by virtue of the existence of a waterbed shall be the sole responsibility of the Owner in whose Unit the waterbed is located;

l. **Utility Apparatus.** Each Owner of a Unit shall permit the provider of any public or quasi-public utilities to locate meters, junction boxes, control panels or other similar external apparatus on the exterior wall of a Unit for the benefit of other attached Units whenever it is deemed desirable or necessary by such provider; provided, however, that such external apparatus shall not be located on the front of any Unit.

11.3 Entry into Adjacent Units. Whenever it is necessary to enter attached Unit for the purpose of performing any maintenance, alteration or repair to any portion of another Unit, i.e., to repair or replace electrical wiring, plumbing or air conditioning refrigeration lines running beneath the floor or within the walls of attached Units, the Owner of each Unit shall permit other Owners or their representatives, or the duly constituted authorized agents of the Association, to enter such Unit for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice. The Owner of any Unit for whose benefit such other Unit is entered shall be responsible and liable to the Owner of such entered Unit to leave the Unit in the same condition it was in prior to such entry.

11.4 Restrictive Covenants. The use of all Units and Common Property in the Property shall be subject to the use restrictions set forth in Article IX of the Master Declaration. In addition, the use of all Units and Common Property in the Property shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every

Owner and its heirs, personal representatives, tenants, invitees, successors, and assigns, as follows:

- a. **Residential Use.** As set forth in the Master Declaration.
- b. **Rights of Builder.** The Builder, its agents or an entity affiliated with the Builder, shall have the right to make such use of the Common Property and the Units as may facilitate the sale or rental of Units, including but not limited to showing the Property, use of a construction/marketing trailer, maintenance of sales, administrative, construction or other offices, the display of signs and other promotional devices without charge. Appropriate easement of access and use are expressly reserved to the Builder, its successors and assigns, contractors, employees and invitees for this purpose, provided the Builder is not more than 90 days delinquent in any monetary obligation owed to the Association.
- c. **Noxious or Offensive Activity.** As set forth in the Master Declaration.
- d. **Signs.** As set forth in the Master Declaration.
- e. **Resident Parking.** Owners must park their motor vehicles in their garages, on their driveway or as designated in the Rules and Regulations of Sweetwater Ridge Townhomes Owners Association, Inc.
- f. **Guest Parking.** Parking shall be available only as designated in the Rules and Regulations of Sweetwater Ridge Townhomes Owners Association, Inc. At no time shall guests park in or block access to driveways other than that of the Owner they are visiting, nor shall parking on, lawns, yards, green spaces or wetlands be permitted.
- g. **Trailers, Boats, etc.** No travel trailers, mobile homes, campers, utility trailers, buses, motor homes, boats, commercial vehicles or the like or any other vehicle commonly known as a recreational vehicle shall be parked or stored on or at any Unit unless stored and fully enclosed in a garage. No automobiles, trucks, buses, boats, boats and trailers, trailers, house trailers, motor homes, mobile homes, campers, or other similar vehicles shall be parked regularly or permanently on any street, including the right of way thereof, or on the Common Property at any time, nor shall they be used permanently or temporarily as a residence or parked for any other purpose, except as otherwise provided herein, on any of the Property. Such vehicles may be parked in the Unit driveway immediately adjacent to the garage and separate from the common roadway for not more than seventy two (72) hours in any calendar month, provided that the length of the vehicle does not cause it to extend onto the roadway and interfere with vehicular traffic. No trailers and commercial vehicles, other than those present for business purposes, shall be parked outside in the Property.
- h. **Bicycles and Motorcycles.** Bicycles and motorcycles shall not be stored on the Property except in the Owner's garage.
- i. **Repairs or Restoration.** As set forth in the Master Declaration.
- j. **Antennas.** As set forth in the Master Declaration and the Rules and Regulations of the Sweetwater Ridge Townhome Owners Association, Inc.

k. **Courtyards.** Courtyards located on a Unit may be screened with the written approval of the ARB.

l. **Animals.** No animals or pets of any kind shall be raised, bred or kept on a Unit or any portion of the Property except that dogs, cats or other common household pets may be kept in each attached Unit subject to rules and regulations adopted by the Association and provided that such animals are not kept, bred or maintained for any commercial purposes. Pets shall be registered, licensed and inoculated as may from time to time be required by law. Animal excrement shall be disposed of in a sanitary manner by the Owner of such animal, which disposal shall not include burying or concealment on a Unit, Common Property or the Property. Units Owners shall be responsible for all violations of this rule by guests and lessees of their Unit and such Owners shall be subject to such fines or penalties as the Association shall impose for each violation. All Owners shall indemnify the Association and hold it harmless against any loss or damage, and liability of any kind or character whatsoever arising from or growing out of having any animal. No animal shall be allowed to make noise in a manner of such volume as to annoy or disturb other Owners.

m. **Mailboxes.** As set forth in the Master Declaration.

n. **Garages.** In order to maintain a harmonious and aesthetic appearance, the garage door affixed to each attached Unit shall remain closed except when in actual use to allow ingress and egress into the garage. Garage door openings may not have screen doors enclosures. Garages shall not be used for a living area or storage area in such a manner that the garage cannot be used for the parking of a full-sized car, or in such a manner as to prevent compliance with the resident parking provisions.

o. **Trash and Garbage.** As set forth in the Master Declaration.

p. **Outside Clothes Hanging.** As set forth in the Master Declaration and Section 163.04, Florida Statutes (2011), as amended from time to time.

q. **Window Coverings.** No Unit shall have any aluminum or reflective foil or other material placed in any window or glass door or any reflective substance placed on any glass. No tinted glass shall be permitted without approval of the Board of Directors. All interior window coverings, including draperies, shades and blinds shall have a white backing or lining on the side visible to the outside for the purpose of providing a harmonious and uniform appearance from the outside of the Unit.

r. **Solar Collectors.** No solar collector shall be installed or maintained on the exterior of any Unit or the Common Areas.

s. **Decorative Exterior Trim.** No Owner or tenant of any Owner shall install shutters, awnings, screen doors or other decorative exterior trim without written approval by the Board of Directors and, when applicable, the ARB.

t. **Lighting.** As set forth in the Master Declaration.

u. **Model Homes.** Every person, firm or corporation owning a Unit in the Property recognizes the Builder or assigns shall have the right to maintain model homes in the Property open to the public seven (7) days a week between 8 a.m. and 7 p.m. until all Units have been constructed and sold.

v. **Hot Tubs.** Hot tubs are allowed in that private courtyards that are part of a Unit.

w. **Drainage Structures.** No person or entity other than the Declarant without the prior written approval of the Board of Directors, shall obstruct, alter or in any way modify the method an/or structures of drainage utilized now, or hereinafter installed or maintained by the Association from, on and over any Unit or Common Property; nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

x. **Leasing.** In order to foster a stable residential community, prevent a transient community and eliminate certain problems the community has encountered due to the rental/leasing of Units, the rental/leasing of Units shall be in writing and no rental/lease shall be for less than six consecutive months. In addition, an Owner may not rent/lease their Unit more than two times in any one calendar year. A copy of every lease shall be provided to the Association prior to the prospective tenant/renter's occupancy of the Unit and failure to provide a copy of the written lease to the Association shall constitute automatic grounds to deny an Owner's tenant from using the Association's Common Areas and recreational amenities.

ARTICLE 12

ADDITIONAL ENFORCEMENT PROVISIONS

12.1 Compliance by Owners. Every Owner and tenant shall comply with the covenants and restrictions set forth herein and any and all reasonable rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

12.2 Procedure. Any Owner who wishes to report a violation of these restrictions or of the rules and regulations shall do so in writing to the Enforcement Committee appointed by the Board of Directors. The Enforcement Committee shall investigate the complaint and may take any actions that may be required as directed by Article 11 in the Association's Bylaws.

12.3 Enforcement. Failure of an Owner or tenant to comply with such covenants and restrictions or rules and regulations shall be grounds for action by the Association which may include, without limitation, any action to recover sums due for damages, injunctive relief, or any combination thereof at the discretion of the Association's Board of Directors. The Association shall have the right to suspend the voting rights and the use of Common Property by the Owner and/or tenant as it shall determine. Owners may also enforce the terms of this Amended and Restated Declaration directly against other Owners without joining the Association in the action.

12.4 Fines. Violations of the rules and regulations by any Owner (or by an Owner's family member, tenant, invitee or licensee) shall be grounds for imposing fines against the Owner's Unit of up to \$100 per day for each day of a continuing violation. The Association shall establish a written fine procedure policy that the Association shall follow before it can impose

any fine. Any fine levied on a continuing violation may exceed \$1,000.00, but shall not exceed \$5,000.00 in the aggregate. For any fine imposed that remains unpaid for thirty (30) days, the Association may levy an Individual Assessment and secure a lien upon the violating Owner's Unit by filing a claim of lien in the public records of Lake County, Florida. The lien will secure payment of the fine (which will include additional fines accruing for a continuing violation), interest, and all collection costs and reasonable attorney's fees incurred by the Association. The Association may foreclose the claim of lien in a manner similar to the foreclosure of a mortgage.

ARTICLE 13

INSURANCE AND DESTRUCTION OF IMPROVEMENTS

It is hereby declared to be reasonably desirable and necessary for the proper preservation and enforcement of the values and amenities in Sweetwater Ridge Townhomes to make certain that proper insurance is carried and maintained at all times as hereinafter stated. In other provisions of this Amended and Restated Declaration, the Association is charged with the obligation and duty of maintaining, repairing and replacing the Common Property and the attached Units, and it is therefore proper and acceptable that the Association own and maintain insurance covering not only the improvements on the Common Property but also the portions of the Units both collectively and individually that the Association must maintain, repair and replace.

13.1 General Authority to Purchase; Named Insured. All insurance policies upon the Property shall contain extended coverage insurance and vandalism and malicious mischief insurance and shall be purchased by the Association, or some or all Unit Owners if required by the Association under 13.2, from a fiscally responsible company authorized to do business in the State of Florida, and acceptable to holders of institutional first mortgages on the Units, insuring all the insurable improvements erected within Sweetwater Ridge Townhomes as allowed by Florida law, thereby including both improvements owned by the Association and all Units which may be owned by Owners. The premium for such coverage purchased by the Association on the structural portions of the Units and all other insurance deemed desirable by the Association shall be assessed against the Owners of such Units as a part of the annual assessment for each Unit, unless the Association requires a Unit Owner to individually purchase casualty coverage for the Owner's Unit. If a Unit Owner is required to individually purchase casualty insurance, than that Unit Owner shall not be assessed a Common Expense related to such insurance as part of the annual assessment for that Unit. **OWNERS ARE HEREBY PUT ON NOTICE THAT THEY ARE RESPONSIBLE FOR INSURING ALL PORTIONS OF THEIR UNIT NOT COVERED BY THE INSURANCE OBTAINED OR REQUIRED BY THE ASSOCIATION AND THAT IT IS THEIR RESPONSIBILITY TO ASCERTAIN THE EXACT LIMITS OF THE COVERAGE PROVIDED OR REQUIRED BY THE ASSOCIATION.** The Association shall annually make a survey and thereby determine replacement costs for insurance purposes for all then existing improvements for the ensuing year. On the basis of said survey, or if none is made, then on the basis of the preceding year's insurance coverage, increased or decreased as the case may be by inflation or deflation and other criteria, the Association shall continue to maintain the necessary fire and extended coverage and vandalism and malicious mischief insurance as determined by the Board of Directors to assure complete replacement or repair to damaged improvements as herein set forth. The original policy of insurance shall be held by the Association, with holders of institutional first mortgages to be named in the policy as their

interests may appear, and certification of such insurance shall be furnished to them. If casualty insurance is required to be purchased by a Unit Owner, then the original policy of such insurance shall be held by the Unit Owner.

13.2 Unit Owner Authority to Purchase Casualty Coverage. If casualty insurance covering the Units is not available or the cost be deemed excessive by a majority of the Board of Directors, then the Association may require some or all unit owners to provide such insurance. Unit Owner shall provide a certificate evidencing the existence of such insurance to the Association on an annual basis.

Should a Unit Owner fail to provide a certificate evidencing the existence of such insurance, terminate such insurance subsequent to providing a certificate evidencing the existence of such insurance, or otherwise cause a lapse of insurance coverage, the Association is authorized to acquire such insurance on behalf of the Unit Owner. The Association shall levy a special assessment against the Unit Owner for all premiums paid by Association on behalf of the Unit Owner.

13.3 Coverage.

a. **Casualty.** All Units and improvements upon the Property shall be insured in an amount equal to one hundred percent (100%) of the current replacement cost, exclusive of land, foundation and excavation costs, and all other items normally excluded from coverage, and all personal property included in the Common Property shall be insured for its value, all as shall be determined from time to time by the Board of Directors of the Association. For the purpose of requiring individual Unit Owners to provide insurance on their respective Units pursuant to 13.2, the Board of Directors shall establish the amount of insurance coverage necessary to equal one hundred percent (100%) of current replacement cost for each Unit and provide this amount to each Unit Owner required to provide such insurance. The Board of Directors shall have discretion to differentiate between Unit types in determining the amount of insurance coverage required. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement;

(2) Such other risks as from time to time shall be customarily covered with respect to Units similar in construction, location and use as the Units on the Property, including all other perils normally covered by the standard "all risk" endorsement where such is available, including but not limited to vandalism and malicious mischief.

b. **Public Liability.** The Association shall obtain full and complete public liability insurance shall be in such amounts as shall be required by the Board of Directors of the Association covering all of the Common Property, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to an Owner. Except as required herein, nothing in this Amended and Restated Declaration shall be construed to require the Board of Directors to obtain such coverage as a condition precedent to the Association conducting business.

c. **Worker's Compensation.** Worker's compensation insurance shall be carried to

the extent necessary to meet the requirements of the law.

d. **Miscellaneous.** Such other insurance may be carried as the Board of Directors of the Association shall determine from time to time to be desirable.

13.4 Notice to Owners and Mortgagees. No insurance policy required by this Declaration may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association and each mortgagee holding a first mortgage and which is listed as a scheduled holder of a first mortgage in the policies. Certificates of insurance shall be issued to each Owner and mortgagee upon written request therefor.

13.5 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and shall be assessed against the Owners of those Units benefitting from said insurance as a Common Expense and as a part of the annual assessment for each Unit. Premiums upon insurance policies required by Association to be purchased by an Owner shall be paid by the Owner whose Unit benefits from said insurance and such Owner shall not be assessed a Common Expense related to such insurance as a part of the annual assessment for that Unit.

13.6 Occurrence of Loss. In the event a loss occurs to any portion of a Unit maintained by the Association, or in the event that a loss occurs to improvements within the Common Property, payments under the policy shall be made jointly to the Association and to the holders of institutional first mortgages on the Units. Said proceeds shall be expended or disbursed as follows:

a. All Association officers and employees handling funds shall be bonded or insured at least to the full extent of the insurance proceeds and other fluids on hand, and all payees on the insurance check shall endorse the same over to the Association, and the Association will promptly contract for the necessary repairs to the improvements within the Common Property and within the damaged Units; and

b. The improvements shall be completely restored and repaired. The Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis, and shall disburse the insurance proceeds and other funds in accordance with progress payments contained in the contract between the Association and the contractor, which construction contract shall be subject to written approval of the holders of institutional first mortgages when such mortgages encumber any damaged individual Unit or Units. Any reconstruction or repair shall be effected substantially in accordance with the plans and specifications of the original buildings or in accordance with the plans and specifications approved by the Board of Directors of the Association. To the extent reasonably possible, any repairs to the exterior of the building, e.g., re-roofing or painting, shall be done in such manner as to avoid or eliminate obvious evidence of such repair, replacement, and/or repainting. For example, if replacement of a portion of the roof shingles would create an obvious difference in the appearance of the roof, then all shingles need replaced in order to maintain continuity of appearance. However, where the residential community has been abandoned, as hereinafter provided, the insurance proceeds shall be disbursed by the Association to the Owners of the affected Units and all mortgagees of the Units as their interest appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or

repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and Mortgagee pursuant to the provisions of this Amended and Restated Declaration. Notwithstanding the foregoing, the Mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums that insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose. Under all circumstances the Association shall have the authority to act as the agent for all Owners of Units for the purpose of compromising or settling insurance claims for damage to improvements within the Units, the Units themselves or the Common Property. In the event the cost of replacement, repair or rebuilding of improvements on the Common Property exceeds the insurance proceeds available therefor, or no insurance proceeds are available therefor, the deficiency or full cost thereof may be assessed to all Unit Owners.

13.7 Association as Agent and Attorney-in-Fact. The Association is hereby irrevocably appointed agent and attorney-in-fact for each Unit Owner and for each Owner of any other interest in the Property to adjust all claims arising under the insurance policies purchased by the Association, or Unit Owners when required to do so by the Association, and to execute and deliver releases upon the payment of a claim.

ARTICLE 14

TERMINATION

14.1 Termination and Abandonment Due to Loss or Consent of Members. At any time when there has been total loss of the Units and the improvements on the Common Property, and the Members by majority vote to abandon the community, said community shall be abandoned. Additionally, at any time upon the written unanimous consent of all Members and all holders of first mortgage liens on any Units, the community may be abandoned for any reasons whatsoever, whether or not any destruction to property has occurred, provided that the Property that is surveyed as Common Property is conveyed to and accepted by Lake County, Florida authorities or another appropriate public agency.

14.2 Evidence of Termination and Abandonment. As evidence of the Members' resolution to abandon, passed by the required vote or written consent of the Members, the president and secretary of the Association shall effect and place in the public records of Lake County, Florida, an affidavit stating that such resolution was properly passed or approved by the Members and shall also record the written consent to such abandonment, if any, of the holders of all institutional first mortgages. After such an affidavit has been recorded and the Property conveyed as set forth herein, the title to the Property thereafter shall be free and clear from all of the covenants and restrictions, reservations, conditions and easements of every kind and sort set forth in this Amended and Restated Declaration, and the purchaser and subsequent grantees of any of the Property shall receive title to said lands free and clear thereof. Provided, however, that the rights of the Lake County, under the planned unit development ordinance shall still apply to the Property if such zoning classification still applies thereto.

ARTICLE 15

AMENDMENTS AND MODIFICATIONS

Except as to provisions relating to amendments set forth herein regarding certain specific items and the methods of amending or altering same, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The holders of at least two-thirds (2/3) of the votes in the Association may change or amend any provision hereof by: (1) executing a written instrument in recordable form setting forth such amendment, or (2) causing a certified copy of a resolution duly adopted by 2/3 of the Owners to be prepared, and having the same duly recorded in the public records of Lake County, Florida or (3) by the approval of a majority of quorum of the Owners present in person, proxy or absentee ballot at a duly noticed Owners' meeting. A proposed amendment may be initiated by the Association, or by petition signed by fifteen percent (15%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than sixty (60) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be a majority of the votes of the Members who shall be present in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that 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 certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the public records of Lake County, Florida.

ARTICLE 16

ENFORCEMENT OF AMENDED AND RESTATED DECLARATION

16.1 Remedies. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Association to: (1) prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (2) maintain a proceeding in a 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. The remedies contained in this provision shall be construed as cumulative to all other remedies now or hereafter provided by law, all of which are at the discretion of the Board of Directors. The failure of 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 grounds to bring an action against the Association or 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. In the event the Association shall prevail upon such proceeding for recovery of damages or to enjoin violations, the Owner/Member shall be responsible for all costs and expenses incurred or paid by the Association in the prosecution of such proceeding, including reasonable attorney fees, and the Association shall be entitled to levy an Individual Assessment and place a lien upon the Owner's Unit and enforce said lien, all as provided in Article 7 hereof to secure payment of such sums, if the Owner fails to pay such costs and expenses within thirty (30) days from the entry of the judgment or injunction.

16.2 Lessees to Comply with Declaration, Articles and Bylaws -Effect of Non-Compliance. All tenants shall be subject to the terms and conditions of this Amended and Restated Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations

promulgated thereunder as though such tenant were an Owner.

Each Owner agrees to cause Owner's lessee, occupant, or persons living with such Owner or with Owner's lessee to comply with the Amended and Restated Declaration, Articles, Bylaws and rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Unit are also fully liable for any violation of the documents and regulations.

In the event that a lessee, occupant, or person living with the lessee violates a provision of the Amended and Restated Declaration, Articles, Bylaws or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the Owner and/or lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity. Owners who lease their Units must provide current contact information at all times to the Association and its Community Association Manager. In addition, Owners must provide tenant acknowledgement of receipt of the Rules and Regulations.

ARTICLE 17

MISCELLANEOUS PROVISIONS

17.1 Limited Common Property. There may be Limited Common Property appurtenant to attached Units such as, but not limited to, all portions of a driveway for a Unit served by the driveway and not part of the Unit, privacy walls between Units, any entry porch appurtenances, areas designated for a Unit's trash receptacle, heating and air conditioning equipment, and attached or detached storage areas, all of which have been constructed by the Declarant or the successive Builder's designated contractor before conveyance of the Unit to which they are appurtenant has been made. This Limited Common Property is reserved for the use of the Unit appurtenant thereto to the exclusion of other Units, and there shall pass with a Unit as appurtenant thereto, the exclusive right to use such Limited Common Property.

17.2 Additional Covenants and Restrictions. No Owner, without the prior written approval of the Association, may impose any additional covenants and restrictions upon any Unit.

17.3 Severability. 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.

17.4 Notices. Any notice required to be sent to any Owner shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

17.5 Number and Gender. Reference to the singular shall include reference to the plural and to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

17.6 Section Headings. The Section Headings are for references purposes only and shall not in any way effect the meaning, content or interpretation hereof.

CERTIFICATE OF AMENDMENT

I hereby certify that the above Amended and Restated Declaration was adopted by the affirmative vote of forty-eight (48) votes of the Members present in person or proxy, that three (3) votes were cast against and that the forty-eight (48) affirmative votes constitutes at least two-thirds (2/3) of the votes of the Association's Members present in person or by proxy at a duly called meeting of the Association held on the 18th day of June, 2013 with notice of the meeting provided to the Members given at least thirty (30) days but not more than sixty (60) days before the meeting.

SWEETWATER RIDGE TOWNHOMES OWNERS ASSOCIATION, INC.

By: *[Signature]*
Ron Gillis, President
c/o Sentry Management, Inc.
1645 E. Highway 50, # 201
Clermont, FL 34711

WITNESSES:

[Signature]
Witness Signature
Print Name: Mary Burns

[Signature]
Witness Signature
Print Name: Natalie Estes

STATE OF FLORIDA
COUNTY OF LAKE

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sweetwater Ridge Townhomes at Magnolia Pointe was acknowledged before me this 13th day of November, 2013, by Ron Gillis, as President of the Association.

[Signature]
Notary Public
Stamp or Seal:



INSTRUMENT#:2014069401 OR BK 4494 PG 390 PAGES: 8 6/25/2014 10:20:19 AM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: \$69.50



PREPARED BY AND RETURN TO:

THOMAS R. SLATEN, JR., ESQ.
LARSEN & ASSOCIATES, P.L.
300 S. Orange Ave., Suite 1200
Orlando, Florida 32801
(407) 841-6555

**CORRECTION OF SCRIVENER'S ERROR AMENDMENT TO THE DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SWEETWATER RIDGE TOWNHOMES AT MAGNOLIA POINTE**

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Sweetwater Ridge Townhomes at Magnolia Pointe (hereinafter "Declaration") was recorded at Official Records Book 2482, Page 668, Public Records of Lake County, Florida, together with its Amendment recorded at Official Records Book 3346, Page 2214; and again at Official Records Book 3525, Page 576, Public Records of Lake County, Florida and Declarations of Annexation of Additional Property recorded at Official Records Book 2493, Page 1456; Official Records Book 2763, Page 887; and Official Records Book 3048, Page 1990, Public Records of Lake County, Florida; and

WHEREAS, the legal description contained in Exhibit "A" of said Declaration includes a scrivener's error; and

WHEREAS, on MAY 20, 2014 the Board of Directors resolved to amend and correct the scrivener's error in Exhibit "A" as attached to said Declaration by substituting the correct legal description as a corrected Exhibit "A" as attached hereto.

Now, therefore, Exhibit "A" as attached to said Declaration is hereby amended by substituting the correct legal description as a corrected Exhibit "A" as attached hereto.

THIS Amendment, made 20 day of MAY, 2014, by SWEETWATER RIDGE TOWNHOMES OWNERS ASSOCIATION, INC. whose address is 1645 East Highway 50, Suite 201, Clermont, FL 34711.

**EXHIBIT
"A"**

SWEETWATER RIDGE TOWNHOMES OWNERS ASSOCIATION, INC.

By: *Ron Gillis*
Ron Gillis, President
c/o Sentry Management, Inc.
1645 E. Highway 50, # 201
Clermont, FL 34711

WITNESSES:

Janice Pagano
Witness Signature
Print Name: JANICE PAGANO

W R Stout
Witness Signature
Print Name: W R STOUT

STATE OF FLORIDA
COUNTY OF LAKE

This Correction of Scrivener's Error Amendment to the Declaration of Covenants, Conditions and Restrictions for Sweetwater Ridge Townhomes at Magnolia Pointe was acknowledged before me this 20 day of MAY, 2014, by Ron Gillis, as President of the Association.

Nicholas Pagano
Notary Public
Stamp or Seal:

Print Name: NICHOLAS PAGANO

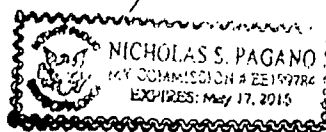


EXHIBIT "A"
LEGAL DESCRIPTION
 (Page 1 of 6)

Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida.

Less

Description Less-Out #1:

Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, According to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 00°34'48"W along the West line of said Tract E for a distance of 442.36 feet to the POINT OF BEGINNING, said point being the beginning of a non-tangent curve concave to the Northeast, having a radius of 25.00 feet and a chord bearing of S 44°25'12" E; thence run Southeasterly along the arc of said tangent curve for a distance of 39.27 feet through a central angle of 90°00'00" to a point of tangency; thence leaving said West line run S 89°25'12" E for a distance of 72.44 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 25.00 feet; thence run Northeasterly along the arc of said curve for a distance of 29.60 feet through a central angle of 67°50'40" to a point of tangency; thence run N 22°44'08" E for a distance of 36.91 feet; thence run S 67°27'37" E for a distance of 50.00 feet; thence run S 70°37'36" E for a distance of 3.09 feet to the beginning of a tangent curve concave to the West and having a radius of 73.84 feet; thence run Southeasterly and Southwesterly along the arc of said tangent curve for a distance of 207.76 feet through a central angle of 161°12'24" to a point of tangency; thence run N 89°24'12" W for a distance of 10.00 feet; thence run S 00°34'48" W for a distance of 11.16 feet; thence run S 89°25'12" E for a distance of 44.18 feet; thence run S 48°23'20" E for a distance of 121.65 feet; thence run S 25°50'48" W for a distance of 75.42 feet; thence run N 89°25'12" W for a distance of 153.75 feet; thence run N 00°34'48" E for a distance of 38.00 feet; thence run N 89°25'12" W for a distance of 99.96 feet to the aforesaid West line of Tract E; thence run N 00°34'48" E along said West line for a distance of 260.07 feet to the Point of Beginning.

Less

Description Less-Out #2:

Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 00°34'48" W along the West line of said Tract E for a distance of 702.43 feet to the POINT OF BEGINNING; thence run S 89°25'12" E for a distance of 99.96 feet; thence run S 00°34'48" W for a distance of 38.00 feet, thence run S 89°25'12" E for a distance of 153.75

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LEGAL DESCRIPTION
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feet; thence run S 25°'50'48" W for a distance of 35.53 feet, thence run S 00°'34'48" W for a distance of 88.11 feet; thence run S 42°'25'13" W for a distance of 120.41 feet to the beginning of a non-tangent curve concave to the Northeast, having a radius of 175.00 feet and a chord bearing of N 26°'37'09" W, thence run Northwesterly along the arc of said curve for a distance of 128.04 feet through a central angle of 41°'55'16" to the end of said curve; thence run S 84°'20'29" W for a distance of 101.60 feet to the aforesaid West line of Tract E; thence run N 00°'34'48" E along said West line for a distance of 147.63 feet to the Point of Beginning.

Less

Description Less-Out #3:

Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 00°'34'48" W along the West line of said Tract E for a distance of 850.06 feet to the POINT OF BEGINNING; thence run N 84°'20'29" E for a distance of 101.60 feet to the beginning of a non-tangent curve concave to the Northeast, having a radius of 175.00 feet and a chord bearing of S 26°'37'09" E; thence run Southeasterly along the arc of said curve for a distance of 128.04 feet through a central angle of 41°'55'16" to the end of said curve; thence run N 42°'25'13" E for a distance of 120.41 feet; thence run N 00°'34'48" E for a distance of 77.03 feet; thence run 78°'01'32" E for a distance of 142.57 feet to the beginning of a non-tangent curve concave to the Southeast, having a radius of 225.00 feet and a chord bearing of S 06°'39'06" W; thence run Southwesterly along the arc of said curve for a distance of 41.80 feet through a central angle of 10°'38'42" to the end of said curve; thence run S 01°'19'45" W for a distance of 158.70 feet to the South line of aforesaid Tract E; thence run N 89°'25'12" W along said South line for a distance of 371.82 feet to the West line of said Tract E; thence run N 00°'34'48" E along said West line for a distance of 161.94 feet to the Point of Beginning.

Less

Description Less-Out #4:

Commence at the Southwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida; thence run S 89°'25'12" E along the South line of said Tract E for a distance of 371.82 feet; thence run N 01°'19'45" E for a distance of 67.01 feet to the Point of Beginning; thence run N 01°'19'45" E for a distance of 91.69 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 225.00 feet; thence run Northeasterly along the arc of said curve for a distance of 41.80 feet through a central angle of 10°'38'42" to the end of said curve; thence run N

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78°'01'32" W for a distance of 142.57 feet; thence run N 00°'34'48" E for a distance of 11.08 feet; thence run N 25°'50'48" E for a distance of 165.48 feet; thence run N 03°'20'35" E for a distance of 16.55 feet; thence run S 48°'33'44" E for a distance of 270.64 feet; thence run S 37°'16'22" W for a distance of 111.72 feet; thence run S 07°'36'12" E for a distance of 72.73 feet; thence run N 89°'25'12" W for a distance of 85.57 feet to the Point of Beginning.

THE FOREGOING BEING ALSO DESCRIBED AS:

BEGIN at the Northwest corner of Tract E, MAGNOLIA POINTE, According to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 00°'34'48" W along the West line of said Tract E for a distance of 442.36 feet to the Northerly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE, as recorded in Condominium Book 2, Page 77, Public Records of Lake County, Florida, said point being the beginning of a non-tangent curve concave to the Northeast, having a radius of 25.00 feet and a chord bearing of S 44°'25'12" E; thence run along the Northerly and Northeasterly boundary of said CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE the following courses and distances: thence run Southeasterly along the arc of said tangent curve for a distance of 39.27 feet through a central angle of 90°'00'00" to a point of tangency; thence run S 89°'25'12" E for a distance of 72.44 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 25.00 feet; thence run Northeasterly along the arc of said curve for a distance of 29.60 feet through a central angle of 67°'50'40" to a point of tangency; thence run N 22°'44'08" E for a distance of 36.91 feet; thence run S 67°'27'37" E for a distance of 50.00 feet; thence run S 70°'37'36" E for a distance of 3.09 feet to the beginning of a tangent curve concave to the West and having a radius of 73.84 feet; thence run Southeasterly and Southwesterly along the arc of said tangent curve for a distance of 207.76 feet through a central angle of 161°'12'24" to a point of tangency; thence run N 89°'24'12" W for a distance of 10.00 feet; thence run S 00°'34'48" W for a distance of 11.16 feet; thence run S 89°'25'12" E for a distance of 44.18 feet; thence run S 48°'23'20" E for a distance of 121.65 feet to the Northwesterly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase IV, as recorded in Condominium Book 2, Page 85, Public Records of Lake County, Florida; thence leaving the aforesaid Northeasterly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE run N 25°'50'48" E along said Northwesterly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase IV for a distance of 54.41 feet; thence run N 03°'20'35" E along said Northwesterly boundary for a distance of 16.55 feet; thence run along the Easterly and Southerly boundary of said CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase IV the following courses and distances: thence run S 48°'33'44" E for a distance of 270.64 feet; thence run S 37°'16'22" W for a distance of 111.72 feet; thence run S 07°'36'12" E for a

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LEGAL DESCRIPTION
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distance of 72.73 feet; thence run N 89°'25'12" W for a distance of 85.57 feet to the Easterly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase III, as recorded in Condominium Book 2, Page 79, Public Records of Lake County, Florida; thence leaving the aforesaid Southerly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase IV run S 01°'19'45" W along said Easterly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase III for a distance of 67.01 feet to the South line of aforesaid Tract E; thence run S 89°'25'12" E along said South line of Tract E for a distance of 273.33 feet to the Northeast corner of Lot 182, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida; thence run N 13°'29'32" E along the Southerly boundary of said Tract E for a distance of 174.21 feet to the North corner of Lot 177, said MAGNOLIA POINTE; thence run N 50°'09'25" E along said Southerly boundary of Tract E for a distance of 104.36 feet to the Northeast corner of Lot 176, said MAGNOLIA POINTE; thence run N 84°'01'53" E along said Southerly boundary of Tract E for a distance of 108.90 feet to the Northeast corner of Lot 175, said MAGNOLIA POINTE; thence run S 54°'35'48" E along said Southerly boundary of Tract E for a distance of 37.84 feet to the Northwest corner of Tract C, said MAGNOLIA POINTE; thence run N 72°'57'14" E along said Southerly boundary of Tract E for a distance of 321.50 feet to the Northeast corner of Tract C, said MAGNOLIA POINTE; thence run N 00°'45'19" E along the East boundary of said Tract E for a distance of 692.27 feet to the Northeast corner of said Tract E; thence run N 89°'41'57" W for a distance of 1211.36 feet to the Point of Beginning.

Together with easement rights for: (a) access across Tract F; and (b) drainage in Tract C, as granted in the Declaration of Master Covenants, Conditions and Restrictions of Magnolia Pointe, recorded in Official Records Book 1585, Page 327, Public Records of Lake County, Florida.

LESS AND EXCEPT THE THREE PARCELS DESCRIBED AS FOLLOWS, REFERRED AS AS PHASE V, PHASE VI AND PHASE VII:

EXHIBIT "A" LEGAL DESCRIPTION
PAGE 5 OF 6

Description Phase V:

Commence at the Southwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida; thence run S 89°25'12" E along the South line of said Tract E for a distance of 371.82 feet; thence run N 01°19'45" E for a distance of 67.01 feet; thence run S 89°25'12" E for a distance of 85.57 feet; thence run N 07°36'12" W for a distance of 72.73 feet; thence run N 37°16'22" E for a distance of 111.72 feet to the POINT OF BEGINNING; thence run N 48°33'44" W for a distance of 270.64 feet; thence run N 03°20'35" E for a distance of 125.13 feet; thence run N 69°01'40" E for a distance of 21.11 feet; thence run S 45°00'57" E for a distance of 40.05 feet; thence run N 44°59'03" E for a distance of 25.00 feet; thence run S 45°00'57" E for a distance of 139.29 feet to the beginning of a non-tangent curve concave to the Southeast, having a radius of 1025.00 feet and a chord bearing of N 45°39'17" E; thence run Northeasterly along the arc of said curve for a distance of 13.31 feet through a central angle of 00°44'38" to the end of said curve; thence run S 43°58'24" E for a distance of 147.35 feet; thence run S 37°16'22" W for a distance of 132.88 feet to the Point of Beginning.

Description Phase VI:

Commence at the Southwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida; thence run S 89°25'12" E along the South line of said Tract E for a distance of 371.82 feet; thence run N 01°19'45" E for a distance of 67.01 feet; thence run S 89°25'12" E for a distance of 85.57 feet; thence run N 07°36'12" W for a distance of 72.73 feet; thence run N 37°16'22" E for a distance of 244.61 feet to the POINT OF BEGINNING; thence run N 43°58'24" W for a distance of 147.35 feet to the beginning of a non-tangent curve concave to the Southeast, having a radius of 1025.00 feet and a chord bearing of S 45°39'17" W; thence run Southwesterly along the arc of said curve for a distance of 13.31 feet through a central angle of 00°44'38" to the end of said curve; thence run N 45°00'57" W for a distance of 139.29 feet; thence run S 44°59'03" W for a distance of 25.00 feet; thence run N 45°00'57" W for a distance of 40.05 feet; thence run N 69°01'40" E for a distance of 138.14 feet; thence run S 35°41'47" E for a distance of 128.34 feet to the beginning of a non-tangent curve concave to the Southeast, having a radius of 1025.00 feet and a chord bearing of N 52°06'50" E; thence run Northeasterly along the arc of said curve for a distance of 83.48 feet through a central angle of 04°39'58" to the end of said curve; thence run S 35°33'11" E for a distance of 146.47 feet; thence run S 49°50'34" W for a distance of 128.93 feet to the Point of Beginning.

EXHIBIT "A" LEGAL DESCRIPTION
PAGE 6 OF 6Description Phase VII:

Commence at the Southwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida; thence run S 89°25'12" E along the South line of said Tract E for a distance of 371.82 feet; thence run N 01°19'45" E for a distance of 67.01 feet; thence run S 89°25'12" E for a distance of 85.57 feet, thence run N 07°36'12" W for a distance of 72.73 feet; thence run N 37°16'22" E for a distance of 244.61 feet; thence run N 49°50'34" E for a distance of 128.93 feet to the POINT OF BEGINNING; thence run N 35°33'11" W for a distance of 146.47 feet to the beginning of a non-tangent curve concave to the Southeast, having a radius of 1025.00 feet and a chord bearing of S 52°06'50" W; thence run Southwesterly along the arc of said curve for a distance of 83.48 feet through a central angle of 04°39'58" to the end of said curve; thence run N 35°41'47" W for a distance of 128.34 feet; thence run N 69°01'40" E for a distance of 84.87 feet; thence run N 62°31'46" E for a distance of 73.96 feet; thence run S 31°53'10" E for a distance of 95.47 feet to the beginning of a non-tangent curve concave to the Southeast, having a radius of 1025.00 feet and a chord bearing of N 60°17'26" E; thence run Northeasterly along the arc of said curve for a distance of 77.88 feet through a central angle of 04°21'13" to the end of said curve; thence run N 62°28'03" E for a distance of 7.98 feet; thence run S 27°31'57" E for a distance of 144.09 feet; thence run S 57°40'00" W for a distance of 131.02 feet to the Point of Beginning.

Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida.

Less

Description Less-Out #1:

Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 00°34'48"W along the West line of said Tract E for a distance of 442.36 feet to the POINT OF BEGINNING, said point being the beginning of a non-tangent curve concave to the Northeast, having a radius of 25.00 feet and a chord bearing of S 44°25'12" E; thence run Southeasterly along the arc of said tangent curve for a distance of 39.27 feet through a central angle of 90°00'00" to a point of tangency; thence leaving said West line run S 89°5'12" E for a distance of 72.44 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 25.00 feet; thence run Northeasterly along the arc of said curve for a distance of 29.60 feet through a central angle of 67°50'40" to a point of tangency; thence run N 22°44'08" E for a distance of 36.91 feet; thence run S 67°27'37" E for a distance of 50.00 feet; thence run S 70°37'36" E for a distance of 3.09 feet to the beginning of a tangent curve concave to the West and having a radius of 73.84 feet; thence run Southeasterly and Southwesterly along the arc of said tangent curve for a distance of 207.76 feet through a central angle of 161°12'24" to a point of tangency; thence run N 89°24'12" W for a distance of 10.00 feet; thence run S 00°34'48" W for a distance of 11.16 feet; thence run S 89°25'12" E for a distance of 44.18 feet; thence run S 48°23'20" E for a distance of 121.65 feet; thence run S 25°50'48" W for a distance of 75.42 feet; thence run N 89°25'12" W for a distance of 153.75 feet; thence run N 00°34'48" E for a distance of 38.00 feet; thence run N 89°25'12" W for a distance of 99.96 feet to the aforesaid West line of Tract E; thence run N 00°34'48" E along said West line for a distance of 260.07 feet to the Point of Beginning.

Less

Description Less-Out #2:

Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 00°34'48" W along the West line of said Tract E for a distance of 702.43 feet to the POINT OF BEGINNING; thence run S 89°25'12" E for a distance of 99.96 feet; thence run S 00°34'48" W for a distance of 38.00 feet, thence run S 89°25'12" E for a distance of 153.75

EXHIBIT
"B"

feet; thence run S 25°'50'48" W for a distance of 35.53 feet, thence run S 00°'34'48" W for a distance of 88.11 feet; thence run S 42°'25'13" W for a distance of 120.41 feet to the beginning of a non-tangent curve concave to the Northeast, having a radius of 175.00 feet and a chord bearing of N 26°'37'09" W, thence run Northwesterly along the arc of said curve for a distance of 128.04 feet through a central angle of 41°'55'16" to the end of said curve; thence run S 84°'20'29" W for a distance of 101.60 feet to the aforesaid West line of Tract E; thence run N 00°'34'48" E along said West line for a distance of 147.63 feet to the Point of Beginning.

Less

Description Less-Out #3:

Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 00°'34'48" W along the West line of said Tract E for a distance of 850.06 feet to the POINT OF BEGINNING; thence run N 84°'20'29" E for a distance of 101.60 feet to the beginning of a non-tangent curve concave to the Northeast, having a radius of 175.00 feet and a chord bearing of S 26°'37'09" E; thence run Southeasterly along the arc of said curve for a distance of 128.04 feet through a central angle of 41°'55'16" to the end of said curve; thence run N 42°'25'13" E for a distance of 120.41 feet; thence run N 00°'34'48" E for a distance of 77.03 feet; thence run 78°'01'32" E for a distance of 142.57 feet to the beginning of a non-tangent curve concave to the Southeast, having a radius of 225.00 feet and a chord bearing of S 06°'39'06" W; thence run Southwesterly along the arc of said curve for a distance of 41.80 feet through a central angle of 10°'38'42" to the end of said curve; thence run S 01°'19'45" W for a distance of 158.70 feet to the South line of aforesaid Tract E; thence run N 89°'25'12" W along said South line for a distance of 371.82 feet to the West line of said Tract E; thence run N 00°'34'48" E along said West line for a distance of 161.94 feet to the Point of Beginning.

Less

Description Less-Out #4:

Commence at the Southwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida; thence run S 89°'25'12" E along the South line of said Tract E for a distance of 371.82 feet; thence run N 01°'19'45" E for a distance of 67.01 feet to the Point of Beginning; thence run N 01°'19'45" E for a distance of 91.69 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 225.00 feet; thence run Northeasterly along the arc of said curve for a distance of 41.80 feet through a central angle of 10°'38'42" to the end of said curve; thence run N

78°01'32" W for a distance of 142.57 feet; thence run N 00°34'48" E for a distance of 11.08 feet; thence run N 25°50'48" E for a distance of 165.48 feet; thence run N 03°20'35" E for a distance of 16.55 feet; thence run S 48°33'44" E for a distance of 270.64 feet; thence run S 37°16'22" W for a distance of 111.72 feet; thence run S 07°36'12" E for a distance of 72.73 feet; thence run N 89°25'12" W for a distance of 85.57 feet to the Point of Beginning.

THE FOREGOING BEING ALSO DESCRIBED AS:

BEGIN at the Northwest corner of Tract E, MAGNOLIA POINTE, According to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 00°34'48" W along the West line of said Tract E for a distance of 442.36 feet to the Northerly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE, as recorded in Condominium Book 2, Page 77, Public Records of Lake County, Florida, said point being the beginning of a non-tangent curve concave to the Northeast, having a radius of 25.00 feet and a chord bearing of S 44°25'12" E; thence run along the Northerly and Northeasterly boundary of said CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE the following courses and distances: thence run Southeasterly along the arc of said tangent curve for a distance of 39.27 feet through a central angle of 90°00'00" to a point of tangency; thence run S 89°5'12" E for a distance of 72.44 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 25.00 feet; thence run Northeasterly along the arc of said curve for a distance of 29.60 feet through a central angle of 67°50'40" to a point of tangency; thence run N 22°44'08" E for a distance of 36.91 feet; thence run S 67°27'37" E for a distance of 50.00 feet; thence run S 70°37'36" E for a distance of 3.09 feet to the beginning of a tangent curve concave to the West and having a radius of 73.84 feet; thence run Southeasterly and Southwesterly along the arc of said tangent curve for a distance of 207.76 feet through a central angle of 161°12'24" to a point of tangency; thence run N 89°24'12" W for a distance of 10.00 feet; thence run S 00°34'48" W for a distance of 11.16 feet; thence run S 89°25'12" E for a distance of 44.18 feet; thence run S 48°23'20" E for a distance of 121.65 feet to the Northwesterly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase IV, as recorded in Condominium Book 2, Page 85, Public Records of Lake County, Florida; thence leaving the aforesaid Northeasterly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE run N 25°50'48" E along said Northwesterly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase IV for a distance of 54.41 feet; thence run N 03°20'35" E along said Northwesterly boundary for a distance of 16.55 feet; thence run along the Easterly and Southerly boundary of said CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase IV the following courses and distances: thence run S 48°33'44" E for a distance of 270.64 feet; thence run S 37°16'22" W for a distance of 111.72 feet; thence run S 07°36'12" E for a

distance of 72.73 feet; thence run N 89°'25'12" W for a distance of 85.57 feet to the Easterly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase III, as recorded in Condominium Book 2, Page 79, Public Records of Lake County, Florida; thence leaving the aforesaid Southerly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase IV run S 01°'19'45" W along said Easterly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase III for a distance of 67.01 feet to the South line of aforesaid Tract E; thence run S 89°'25'12" E along said South line of Tract E for a distance of 273.33 feet to the Northeast corner of Lot 182, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida; thence run N 13°'29'32" E along the Southerly boundary of said Tract E for a distance of 174.21 feet to the North corner of Lot 177, said MAGNOLIA POINTE; thence run N 50°'09'25" E along said Southerly boundary of Tract E for a distance of 104.36 feet to the Northeast corner of Lot 176, said MAGNOLIA POINTE; thence run N 84°'01'53" E along said Southerly boundary of Tract E for a distance of 108.90 feet to the Northeast corner of Lot 175, said MAGNOLIA POINTE; thence run S 54°'35'48" E along said Southerly boundary of Tract E for a distance of 37.84 feet to the Northwest corner of Tract C, said MAGNOLIA POINTE; thence run N 72°'57'14" E along said Southerly boundary of Tract E for a distance of 321.50 feet to the Northeast corner of Tract C, said MAGNOLIA POINTE; thence run N 00°'45'19" E along the East boundary of said Tract E for a distance of 692.27 feet to the Northeast corner of said Tract E; thence run N 89°'41'57" W for a distance of 1211.36 feet to the Point of Beginning.

Together with easement rights for: (a) access across Tract F; and (b) drainage in Tract C, as granted in the Declaration of Master Covenants, Conditions and Restrictions of Magnolia Pointe, recorded in Official Records Book 1585, Page 327, Public Records of Lake County, Florida.

Description Phase XV (Buildings 20 and 21)

Commence at the Southwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida; thence run S 89°25'12" E along the South line of said Tract E for a distance of 371.82 feet to the POINT OF BEGINNING; thence run N 01°19'45" E for a distance of 67.01 feet; thence run S 89°25'12" E for a distance of 85.57 feet; thence run N 07°36'12" W for a distance of 72.73 feet; thence run N 37°16'22" E for a distance of 244.61 feet; thence run N 49°50'34" E for a distance of 25.08 feet; thence run 46°12'24" E for a distance of 185.53 feet to the aforesaid South line of Tract E; thence run S 50°09'25" W along said South line for a distance of 84.29 feet; thence run S 13°29'32" W along said South line for a distance of 174.21 feet; thence run N 89°25'12" W along said South line for a distance of 273.37 feet to the Point of Beginning.

Description Phase XIX (Buildings 37 and 38)

Commence at the Northeast corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run N 89°41'57" W along the North line of said Tract E for a distance of 482.11 feet to the POINT OF BEGINNING; thence run S 28°50'16" E for a distance of 119.35 feet; thence run S 62°29'51" W for a distance of 67.07 feet; thence run S 27°30'09" E for a distance of 141.93 feet; thence run S 62°31'46" W for a distance of 139.28 feet; thence run N 27°30'09" W for a distance of 141.86 feet; thence run N 62°29'51" E for a distance of 78.74 feet; thence run N 28°50'16" W for a distance of 130.78 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 25.00 feet; thence run Northwesterly along the arc of said curve for a distance of 26.57 feet through a central angle of 60°53'01" to the end of said curve; thence run N 00°16'43" E for a distance of 36.72 feet to the aforesaid North line of Tract E; thence run S 89°41'57" E along said North line for a distance of 140.30 feet to the Point of Beginning.

Description Phase XX (Buildings 39 and 40)

Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 89°41'57" E along the North line of said Tract E for a distance of 430.63 feet; thence run S 62°55'58" W for a distance of 129.11 feet; thence run S 27°04'02" E for a distance of 147.65 feet; thence run N 65°55'56" E for a distance of 66.44 feet; thence run N 72°38'04" E for a distance of 74.85 feet to the POINT OF BEGINNING; thence run N 72°38'0" E for a distance of 77.90 feet; thence run N 61°09'44" E for a distance of 50.95 feet; thence run S 28°50'16" distance of 82.29 feet; thence run S 62°29'51" W for a distance of 78.74 feet; thence run S 27°30'09" E for a distance of 141.86 feet; thence run S 62°31'46" W for a distance of 146.76 feet; thence run N 20°58'20" W for a distance of 149.36 feet; thence run N 69°01'40" E for a distance of 51.06 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 125.00 feet; thence run Northeasterly along the arc of said curve for a distance of 14.25 feet through a central angle of 06°31'49" to the end of said curve; thence run N 62°29'51" E for a distance of 14.03 feet; thence run N 27°30'09" W for a distance of 94.79 feet to the Point of Beginning.

BOUNDARY SURVEY

SHEET 1 OF 2

Description Phase 15:

Commence at the Southwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida; thence run S 89°25'12" E along the South line of said Tract E for a distance of 371.82 feet to the POINT OF BEGINNING; thence run N 01°19'45" E for a distance of 67.01 feet; thence run S 89°25'12" E for a distance of 85.57 feet; thence run N 07°36'12" W for a distance of 72.73 feet; thence run N 37°16'22" E for a distance of 244.61 feet ; thence run N 49°50'34" E for a distance of 25.08 feet; thence run 46°12'24" E for a distance of 185.53 feet to the aforesaid South line of Tract E; thence run S 50°09'25" W along said South line for a distance of 84.29 feet; thence run S 13°29'32" W along said South line for a distance of 174.21 feet; thence run N 89°25'12" W along said South line for a distance of 273.37 feet to the Point of Beginning.

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16 EAST PLANT STREET/MIAMI GARDEN, FLORIDA 33167
(407)654-5355/(407)654-5356 FAX

SURVEYORS NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHTS, OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THIS LAND.
2. SUBJECT DWELLING FALLS WITHIN ZONE X ACCORDING TO THE PLAT MAP # 12069037 DATED DECEMBER 6, 2000.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
4. BUILDING TIES SHOULD NOT BE USED TO REESTABLISH BOUNDARY LINES.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
6. BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF PROPERTY AS BEING S 68°1'40" W & PLAT

JOB NO. 23121

DATE 12-9-03

SCALE 1" = 50'

FIELD BY: TP

CALCULATED BY: DM

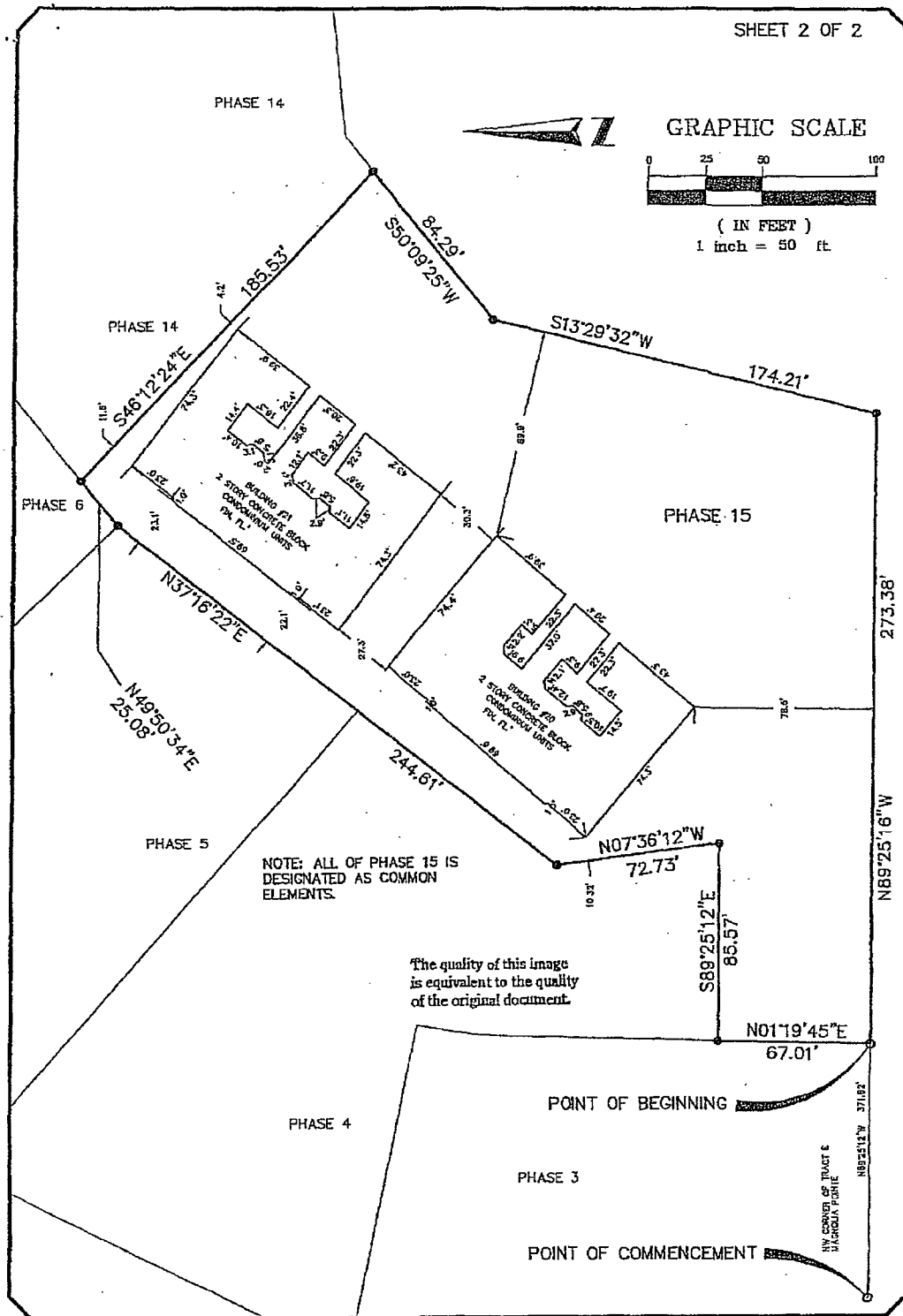
DRAWN BY: DM

CHECKED BY: GJJ

FOR THE OCCASION BUSINESS, 16725 PER

DATE 01/03/04

JAMES L. RICHMAN, P.S.M. 6825
 16 EAST PLANT STREET, MIAMI GARDEN, FLORIDA 33167
 (407) 654-5355 / (407) 654-5356 FAX



NOTE: ALL OF PHASE 15 IS DESIGNATED AS COMMON ELEMENTS.

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ALLEN COMPANY
Professional Surveyors & Engineers
16 EAST PLANT STREET, ABERDEEN, FLORIDA 32007
(407)654-5355 / (407)654-5356 FAX

SURVEYOR'S NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THIS LAND.
2. SUBJECT DWELLING FALLS WITHIN ZONE X ACCORDING TO THE F.L.R.L. MAP # 12065005700 DATED 04/27/2004.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
4. BUILDING TIES SHOULD NOT BE USED TO REESTABLISH BOUNDARY LINES.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL, BASED ON THE ORIGINAL SURVEYOR AND MAPPER.
6. BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF PROPERTY AS BEING S 89°01'40\"/>

JOB NO. 23121	CALCULATED BY: DM	FOR THE SOLE-LED BUSINESS OF THE CITY OF ABERDEEN, FLORIDA
DATE: 12-9-03	DRAWN BY: DM	JAMES R. RICHMOND, P.E., 108833
SCALE: 1" = 50'	CHECKED BY: GMJ	
FIELD BY: TP		

BOUNDARY SURVEY

SHEET 1 OF 2

Description Phase 19

Commence at the Northeast corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run N 89°41'57" W along the North line of said Tract E for a distance of 482.11 feet to the POINT OF BEGINNING; thence run S 28°50'16" E for a distance of 119.35 feet; thence run S 62°29'51" W for a distance of 67.07 feet; thence run S 27°30'09" E for a distance of 141.93 feet; thence run S 62°31'46" W for a distance of 139.28 feet; thence run N 27°30'09" W for a distance of 141.86 feet; thence run N 62°29'51" E for a distance of 78.74 feet; thence run N 28°50'16" W for a distance of 130.78 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 25.00 feet; thence run Northwesterly along the arc of said curve for a distance of 26.57 feet through a central angle of 60°53'01" to the end of said curve; thence run N 00°16'43" E for a distance of 36.72 feet to the aforesaid North line of Tract E; thence run S 89°41'57" E along said North line for a distance of 140.30 feet to the Point of Beginning.

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of the original document.



15 EAST PLANT STREET/WINTER GARDEN, FLORIDA 34787
(407)554-5355 / (407)554-5356 FAX

SURVEYORS NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THIS LAND.
2. SUBJECT DWELLING FALLS WITHIN ZONE X ACCORDING TO THE F.I.R.M. MAP # 22069005700 DATED/RECEIVED 6/2/2004.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
4. BUILDING TIES SHOULD NOT BE USED TO REESTABLISH BOUNDARY LINES.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF SURVEYOR AND MAPPER.
6. BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF PROPERTY AS SHOWN S 62°31'46" W PLAT 19.

JOB NO. 23121

DATE: 8-10-04

SCALE: 1" = 40'

FIELD BY: TP

CALCULATED BY: DM

DRAWN BY: DM

CHECKED BY: JLR



SHEET 2 OF 2

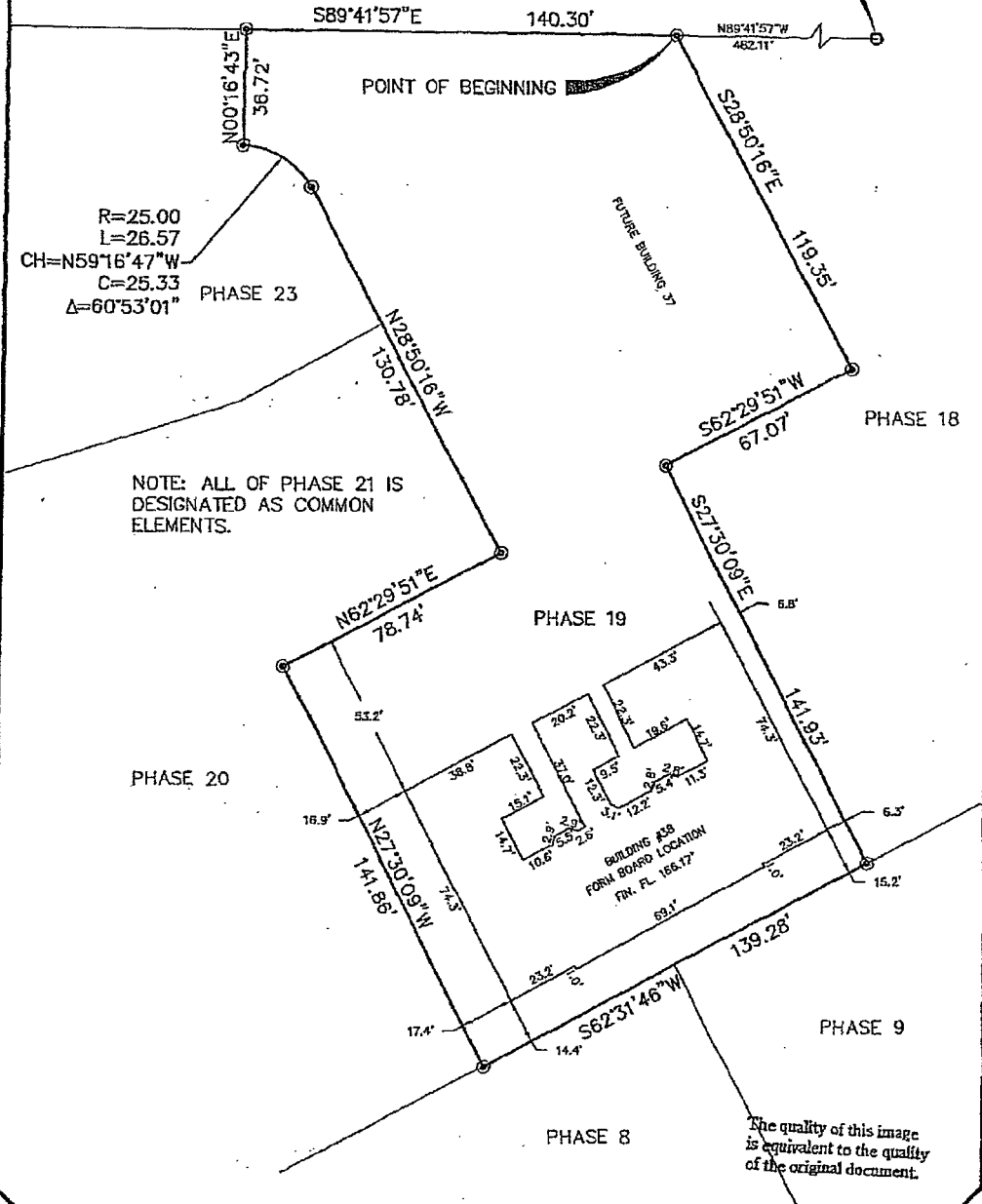
GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.



POINT OF COMMENCEMENT
NE CORNER OF TRACT E
MAGNOLIA POINTE



NOTE: ALL OF PHASE 21 IS DESIGNATED AS COMMON ELEMENTS.

The quality of this image is equivalent to the quality of the original document.



16 EAST PLANT STREET, WINTER GARDEN, FLORIDA 34787
(407)864-5355 / (407)864-5358 FAX

SURVEYORS NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHTS-OF-WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THIS LAND.
2. SUBJECT DWELLING FALLS WITHIN ZONE X ACCORDING TO THE F.L.R.L. MAP # 22880370D, DATED DECEMBER 6, 2000.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
4. BUILDING TIES SHOULD NOT BE USED TO REESTABLISH BOUNDARY LINES.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
6. BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF PROPERTY AS BEING S 62°31'46" W.

JOB NO. 23121

DATE: 8-10-04

SCALE: 1" = 40'

FIELD BY: TP

CALCULATED BY: DM

DRAWN BY: DM

CHECKED BY: JLR

FOR THE LICENSED BUSINESS #0123

JAMES W. RICHMOND, Q.S.M. #5633

Professional Surveyor Seal

BOUNDARY SURVEY

SHEET 1 OF 2

Description Phase 20:

Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 89°41'57" E along the North line of said Tract E for a distance of 430.63 feet; thence run S 62°55'58" W for a distance of 129.11 feet; thence run S 27°04'02" E for a distance of 147.65 feet; thence run N 65°55'56" E for a distance of 66.44 feet; thence run N 72°38'04" E for a distance of 74.85 feet to the POINT OF BEGINNING; thence run N 72°38'04" E for a distance of 77.90 feet; thence run N 61°09'44" E for a distance of 50.95 feet; thence run S 28°50'16" E for a distance of 82.29 feet; thence run S 62°29'51" W for a distance of 78.74 feet; thence run S 27°30'09" E for a distance of 141.86 feet; thence run S 62°31'46" W for a distance of 146.76 feet; thence run N 20°58'20" W for a distance of 149.36 feet; thence run N 69°01'40" E for a distance of 51.06 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 125.00 feet; thence run Northeasterly along the arc of said curve for a distance of 14.25 feet through a central angle of 6°31'49" to the end of said curve; thence run N 62°29'51" E for a distance of 14.03 feet; thence run N 27°30'09" W for a distance of 94.79 feet to the Point of Beginning.

The quality of this image
is equivalent to the quality
of the original document.



16 EAST PLANT STREET/ENTER CAROL, FLORIDA 32127
(407)654-5355/(407)654-5356 FAX

SURVEYORS NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHTS, OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THIS LAND.
2. SUBJECT DWELLING FALLS WITHIN ZONE X ACCORDING TO THE FLORIDA MAP # 12069 DATED DECEMBER 15, 2000.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
4. BUILDING TIES SHOULD NOT BE USED TO REESTABLISH BOUNDARY LINES.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
6. BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF PROPERTY AS BEING S 30°14'00" W & PLAT # 2014073661 FOR THE LICENSED BUSINESS # 6721 BY

JOB NO. 23121

CALCULATED BY: DM

DATE: 5-27-04

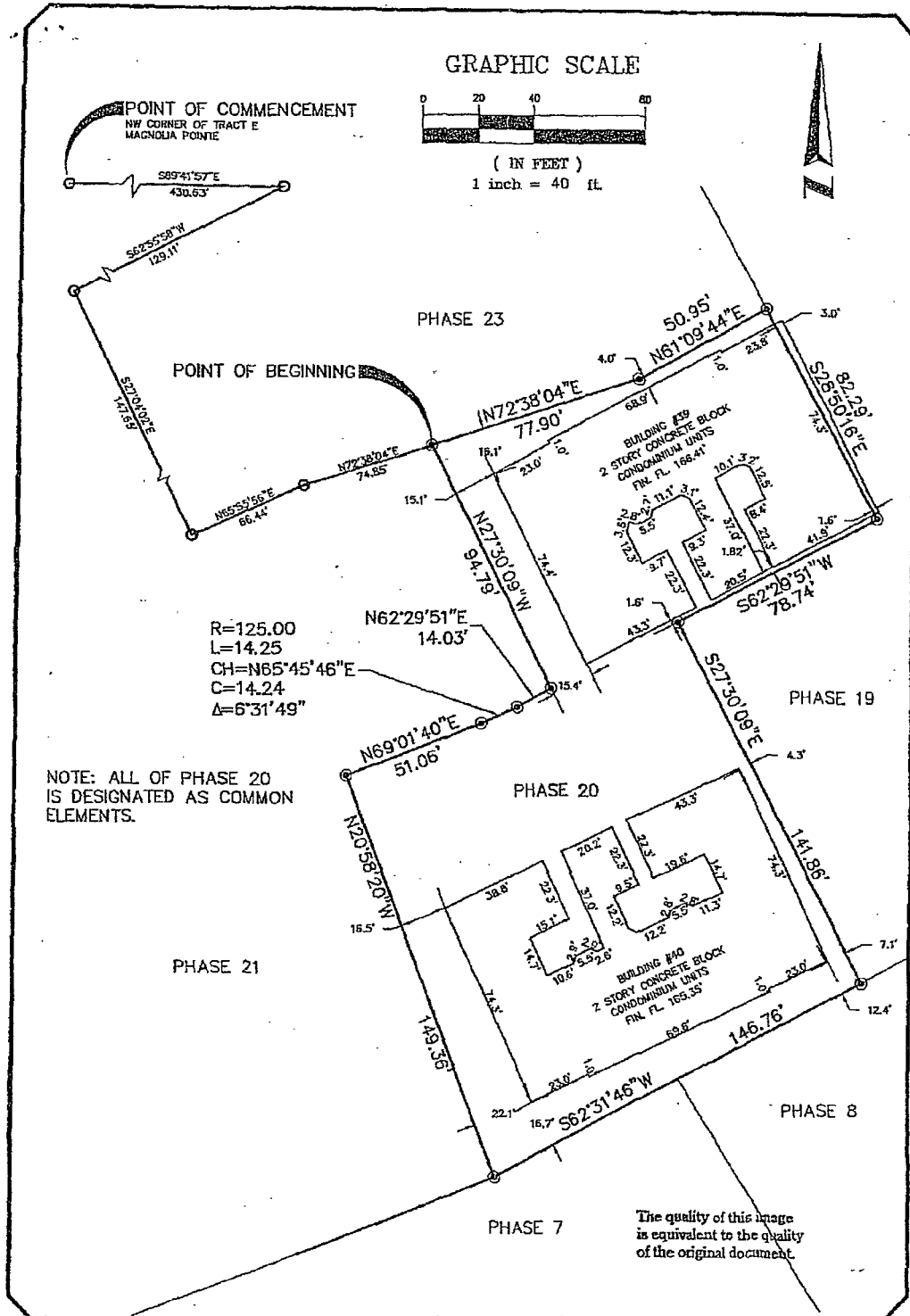
DRAWN BY: DM

SCALE: 1" = 40'

CHECKED BY: GJM

FIELD BY: TP

SEAL OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
SERIAL # 6721
P.S.M. 15790



ALLEN COMPANY
SURVEYORS & MAPPERS, INC.
18 EAST PLANT STREET, WINTER GARDEN, FLORIDA 34987
(407)654-5355 / (407)654-5356 FAX

SURVEYORS NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT-OF-WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THIS LAND.
2. SUBJECT DWELLING FALLS WITHIN ZONE X ACCORDING TO THE F.I.R.M. MAP # 1206880000, DATED DECEMBER 6, 2000.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
4. BUILDING TIES SHOULD NOT BE USED TO REESTABLISH BOUNDARY LINES.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL, RAISED SEAL OF A LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
6. BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF PROPERTY AS BEING S62°31'46" W & PLAT.

JOB NO. 22121
DATE: 5-27-04
SCALE: 1" = 40'
FIELD BY: TP

CALCULATED BY: DM
DRAWN BY: DM
CHECKED BY: CMJ

FOR THE LICENSED BUSINESS #6223 BR
STATE OF FLORIDA
SIGNED AND SEALED
DATE: 5-27-04

BOUNDARY SURVEY

SHEET 1 OF 2

The quality of this image
is equivalent to the quality
of the original document.

Description Phase 26A:

A portion of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, of the Public Records of Lake County, Florida. Being more particularly described as follows.

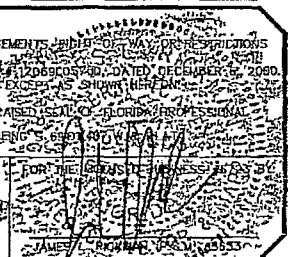
Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 00°34'48" W along the West line of said Tract E for a distance of 193.69 feet to the POINT OF BEGINNING; thence run S 71°24'57" E for a distance of 181.81 feet to a point on the centerline of Chateau Pine Way; thence run S 00°52'58" W along the said centerline for a distance of 112.61 feet to the beginning of a curve concave to the Northwest and having a radius of 150.00 feet; thence run Southwesterly along the arc of said curve for a distance of 57.21 feet through a central angle of 21°51'09" to the end of said curve; thence run S 22°44'08" W for a distance of 9.46 feet; thence departing said centerline run N 67°15'52" W for a distance of 25.00 to a point on the Westerly right-of-way line of said Chateau Pine Way; thence run N 22°44'08" E along said right-of-way for a distance of 9.46 feet to the beginning of a curve concave to the Northwest and having a radius of 127.17 feet, thence run Northeasterly along the arc of said curve for a distance of 28.52 feet through a central angle of 12°51'01" to the end of said curve and the beginning of a non-tangent curve concave to the Northeast, having a radius of 275.00 feet and a chord bearing of N 72°33'19" W and a chord distance of 10.94 feet; thence departing said right-of-way run Northwesterly along the arc of said curve for a distance of 10.94 feet through a central angle of 02°16'45" to the end of said curve; thence run N 71°24'57" W for a distance of 142.20 feet to the aforesaid West line of Tract E; thence run N 00°34'48" E along said West line for a distance of 140.60 feet to the POINT OF BEGINNING.



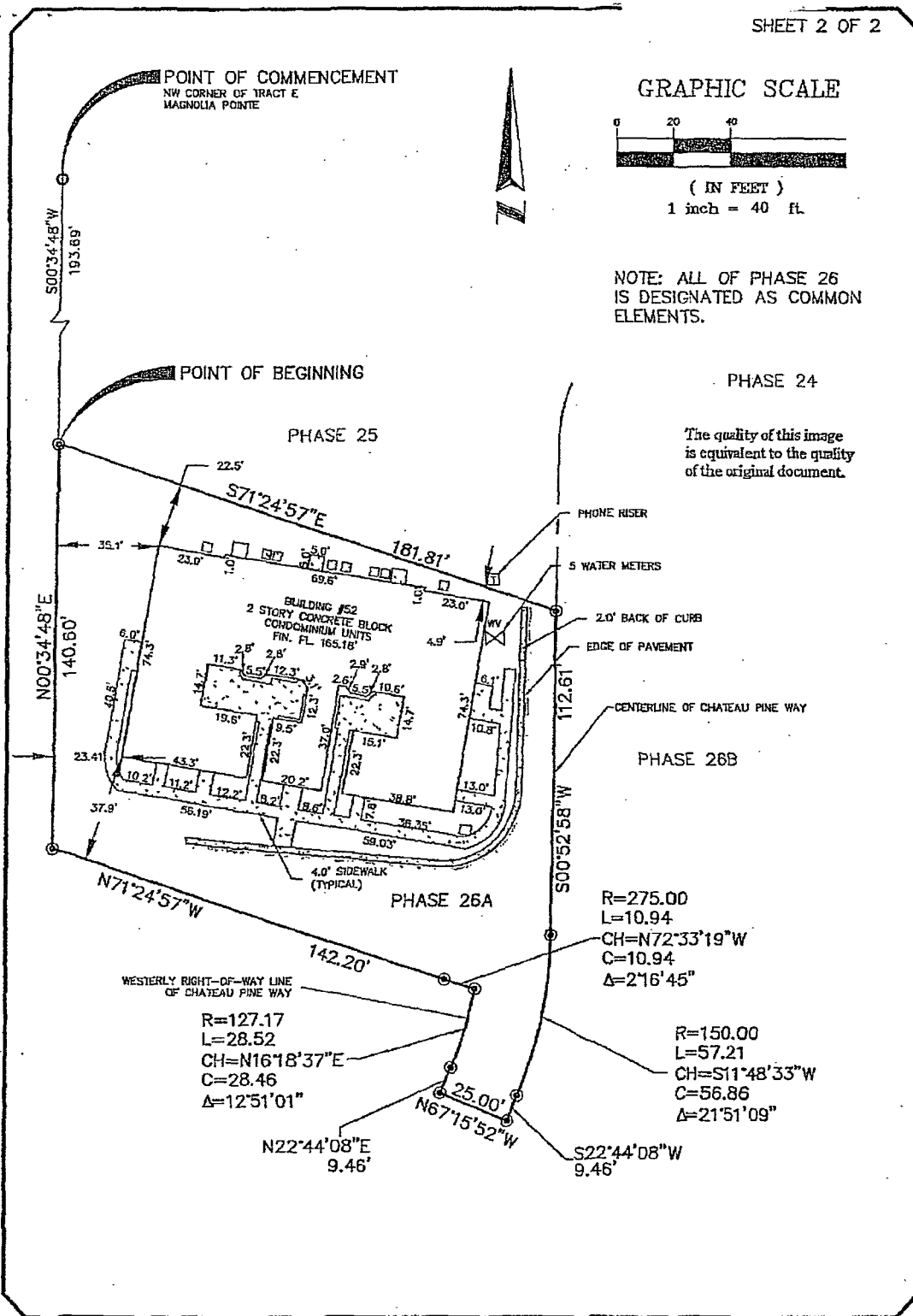
SURVEYORS NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THIS LAND.
2. SUBJECT DWELLING FALLS WITHIN ZONE X ACCORDING TO THE F.L.R.M. MAP # 120690000, DATED DECEMBER 2, 2000.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
4. BUILDING TIES SHOULD NOT BE USED TO REESTABLISH BOUNDARY LINES.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
6. BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF PROPERTY AS BEING S. 69°14'07" W. 140.60'.

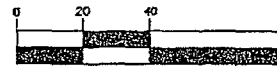
JOB NO. 23121	CALCULATED BY: DM
DATE: 12-9-03	DRAWN BY: DM
SCALE: 1" = 40'	CHECKED BY: GJJ
FIELD BY: TP	



SHEET 2 OF 2



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

NOTE: ALL OF PHASE 26 IS DESIGNATED AS COMMON ELEMENTS.

PHASE 24

The quality of this image is equivalent to the quality of the original document.

PHASE 25

PHASE 26A

PHASE 26B

WESTERLY RIGHT-OF-WAY LINE OF CHATEAU PINE WAY

$R=127.17$
 $L=28.52$
 $CH=N16^{\circ}18'37''E$
 $C=28.46$
 $\Delta=12^{\circ}51'01''$

$R=275.00$
 $L=10.94$
 $CH=N72^{\circ}33'19''W$
 $C=10.94$
 $\Delta=2^{\circ}16'45''$

$R=150.00$
 $L=57.21$
 $CH=S11^{\circ}48'33''W$
 $C=56.86$
 $\Delta=21^{\circ}51'09''$

16 EAST PLANT STREET/WINTER GARDEN, FLORIDA 34787
 (407)854-5335/(407)854-5336 FAX

SURVEYORS NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT-OF-WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THIS LAND.
2. SUBJECT DWELLING FALLS WITHIN ZONE X ACCORDING TO THE F.L.R.M. MAP # 12069005700, DATED DECEMBER 22, 2000.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
4. BUILDING TIES SHOULD NOT BE USED TO REESTABLISH BOUNDARY LINES.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF THE SURVEYOR AND MAPPER.
6. BEARINGS SHOWN HEREON ARE BASED ON WEST LINE OF PROPERTY AS BEING N 00° 34' 48" W.

JOB NO. 23121	CALCULATED BY: DM
DATE: 12-9-03	DRAWN BY: DM
SCALE: 1" = 40'	CHECKED BY: GJM
FIELD BY: TP	

PROFESSIONAL SURVEYOR
 STATE OF FLORIDA
 No. 12345
 EXPIRES 12/31/05

EXHIBIT "B" LEGAL DESCRIPTION

BUILDINGS 41 and 42

Description Phase XXI:

Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 89°41'57" E along the North line of said Tract E for a distance of 430.63 feet; thence run S 62°55'58" W for a distance of 129.11 feet; thence run S 27°04'02" E for a distance of 147.65 feet; thence run N 65°55'56" E for a distance of 11.39 to the POINT OF BEGINNING; thence continue N 65°55'56" E for a distance of 55.04 feet; thence run N 72°38'04" E for a distance of 74.85 feet; thence run S 27°30'09" E for a distance of 94.79 feet; thence run S 62°29'51" W for a distance of 14.03 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 125.00 feet; thence run Southwesterly along the arc of said curve for a distance of 14.25 feet through a central angle of 06°31'49" to the end of said curve; thence run S 69°01'40" W for a distance of 51.06 feet; thence run S 20°58'20" E for a distance of 149.36 feet; thence run S 69°01'40" W for a distance of 139.78 feet; thence run N 20°58'20" W for a distance of 149.36 feet; thence run N 69°01'40" E for a distance of 78.54 feet; thence run N 20°58'20" W for a distance of 98.32 feet to the Point of Beginning.

EXHIBIT "B" LEGAL DESCRIPTION

BUILDINGS 43 and 44

Description Phase XXII:

Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 89°41'57" E along the North line of said Tract E for a distance of 430.63 feet, thence run S 62°55'58" W for a distance of 129.11 feet; thence run S 27°04'02" E for a distance of 147.65 feet to the POINT OF BEGINNING; thence run N 65°55'56" E for a distance of 11.39; thence run S 20°58'20" E for a distance of 98.32 feet; thence run S 69°01'40" W for a distance of 78.54 feet; thence run S 20°58'20" E for a distance of 149.36 feet; thence run S 69°01'40" W for a distance of 104.34 feet; thence run N 59°47'01" W for a distance of 73.07 feet; thence run N 19°01'20" W for a distance of 57.17 feet; thence run N 02°08'48" W for a distance of 50.00 feet to the beginning of a non-tangent curve concave to the Northwest, having a radius of 225.00 feet and a chord bearing of N 80°40'46" E; thence run Northeasterly along the arc of said curve for a distance of 56.34 feet through a central angle of 14°20'51" to the end of said curve; thence run N 00°52'58" E for a distance of 98.26 feet; thence run N 65°55'56" E for a distance of 107.77 feet to the Point of Beginning.

NOL DODD SIRA

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

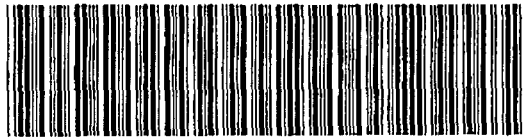
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200258124862

03/24/14--01051--012 **43.75

FILED
14 MAR 24 PM 11:22
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

Amend Restate
MAR 26 2014
R. WHITE

EXHIBIT
"C"

**RESOLUTION OF THE SWEETWATER RIDGE TOWNHOME OWNERS
ASSOCIATION, INC. BOARD OF DIRECTORS**

WHEREAS, Article 13 of the Articles of Incorporation of Sweetwater Ridge Townhome Owners Association, Inc. provides that amendments to the Articles of Incorporation shall be made by a majority vote of the Board of Directors, subject to the limitations set forth in Article 13.

WHEREAS, Section 617.1002 (b), Florida Statutes, states that: "If there are no members or if members are not entitled to vote on proposed amendments to the articles of incorporation, an amendment may be adopted at a meeting of the board of directors by a majority vote of the directors then in office."

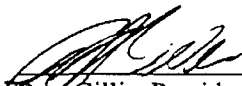
WHEREAS, Section 617.1007 (1), Florida Statutes, states that: "A corporation's board of directors may restate its articles of incorporation at any time with or without a vote of the members."

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above stated recitals are incorporated into this Resolution.
2. The Board of Directors of the Sweetwater Ridge Townhome Owners Association, Inc. adopts the attached Amended and Restated Articles of Incorporation.

I HEREBY CERTIFY that this Resolution was adopted by the Board of Directors at a duly called meeting of the Board held on the 18th day of JUNE, 2013.

Sweetwater Ridge Townhome Owners Association, Inc.



Ron Gillis, President

ATTESTED:


Henry Garcia, Secretary

FILED

14 MAR 24 11:22

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SWEETWATER RIDGE TOWNHOMES OWNERS ASSOCIATION, INC.
a Florida Non-Profit Corporation

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 720, Florida Statutes, and pursuant to the following provisions (these "Articles"):

ARTICLE 1
NAME

The name of the corporation shall be **SWEETWATER RIDGE TOWNHOMES OWNERS ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association".

ARTICLE 2
DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE 3
PRINCIPAL OFFICE

The principal office of the Association is located at 13221 Fountainbleau Drive, Clermont, Florida 34711.

ARTICLE 4
REGISTERED OFFICE AND AGENT

JAMES W. HART, JR., whose street address is c/o Sentry Management, Inc., 2180 West SR 434 Suite 5000 Longwood, FL 32779-5044, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE 5
DEFINITIONS

The following words shall have the definitions set forth below for purposes of these Articles:

5.1 **"Association"** shall mean and refer to Sweetwater Ridge Townhomes Owners Association, Inc., a Florida corporation not for profit, or its successors or assigns.

DELETION INDICATED BY ~~STRIKE-OUT~~, NEW TEXT INDICATED BY UNDERLINE

5.2 **"Board of Directors"** shall mean and refer to the Board of Directors for the Association ~~initially appointed by the Declarant and thereafter~~ by the Unit Owners and given such duties and powers contained herein.

5.3 **"Bylaws"** shall mean and refer to the Bylaws adopted by the Board of Directors and as amended from time to time.

5.5 **"Common Property"** shall mean and refer to those areas of land, including streets and parking areas, shown on any plot plan, surveyor's map or Planned Development Master Plan, intended to be devoted to the common use and enjoyment of the Owners of the Properties, title to which is held by the Association. Common Property shall include all parts of the Properties which are not otherwise designated as Units, including personal property held and maintained for the joint use and enjoyment of all of the Owners.

5.6 **Intentionally left blank. "Declarant"** ~~shall mean and refer to SWEETWATER RIDGE DEVELOPMENT, LLC, a Florida Limited Liability Company, its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.~~

5.7 **"Amended and Restated Declaration"** shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sweetwater Ridge Townhomes at Magnolia Pointe, including such amendments as from time to time shall be made, as recorded in the Public Records of Lake County, Florida.

5.8 **"Member"** shall mean and refer to each Owner who is a Member of the Association.

5.9 **"Owner"** shall mean and refer to the record title holder, whether one or more persons or entities, of fee simple title to each Unit included in Sweetwater Ridge Townhomes (other than the Association); but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Unit owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety. In the event any life estate is created with respect to any Unit in Sweetwater Ridge Townhomes, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.

5.10 **"Property or Properties"** shall mean and refer to all such existing property as described on *Exhibit A* of the Declaration, as the Property subject to this Declaration and any subsequent amendments thereto.

5.11 **"Unit"** shall mean and refer to each separately described portion of the Property which is intended to be occupied as a single family residence or household, including without limitation, each residential parcel (together with the residence, if any, constructed thereon), attached dwelling, townhouse and any other form of residential occupancy or ownership now

DELETION INDICATED BY STRIKE-OUT, NEW TEXT INDICATED BY UNDERLINE

existing or hereafter created. Unit shall include in its meaning any interest in real property appurtenant to the ownership of the Unit.

ARTICLE 6
PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, ~~D~~irectors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for; or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property or Common Property within its jurisdiction. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferrable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE 7
MEMBERSHIP

Each Owner, ~~including the Declarant,~~ shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE 8
VOTING RIGHTS

Voting rights shall be as set forth in the Declaration.

ARTICLE 9
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors of not less than three (3) nor more than seven (7) ~~D~~irectors as set forth in the Declaration. The initial Board ~~shall be~~ was comprised of three (3) people and the current Board ~~shall be~~ is comprised of five (5) people

DELETION INDICATED BY ~~STRIKE-OUT~~, NEW TEXT INDICATED BY UNDERLINE

and may be changed as provided in the Bylaws. The manner in which the Board of Directors is to be elected or appointed ~~is~~ is stated in the Bylaws.

The names and addresses of persons who are to act in the capacity of Director until appointment or election of their successors pursuant to these Articles are:

<u>Office</u>	<u>Name and Address</u>
President	Ron Gillis 17351 Chateau Pine Way Clermont, FL 34711
Vice President	Walter (Bob) Stout 13305 Monet Ct. Clermont, FL 34711
Secretary	Henry Garcia 13322 Fountainbleau Dr. Clermont, FL 34711
Treasurer	Nicholas Pagano 17353 Chateau Pine Way Clermont, FL 34711
Board Member	Frank Jones 13241 Fountainbleau Dr. Clermont, FL 34711

~~Once the Declarant relinquishes its right to appoint the Board of Directors,~~ The Members shall elect the Directors for staggered terms of three (3) years each. To create the initial staggered terms, one post shall become vacant in one (1) year and a successor Director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor Director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor Director shall be elected. All successor Directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number 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.

ARTICLE 10 OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, 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:

DELETION INDICATED BY STRIKE-OUT, NEW TEXT INDICATED BY UNDERLINE

<u>Office</u>	<u>Name and Address</u>
President	Ron Gillis 17351 Chateau Pine Way Clermont, FL 34711
Vice President	Walter (Bob) Stout 13305 Monet Ct. Clermont, FL 34711
Secretary	Henry Garcia 13322 Fountainbleau Dr. Clermont, FL 34711
Treasurer	Nicholas Pagano 17353 Chateau Pine Way Clermont, FL 34711
Board Member	Frank Jones 13241 Fountainbleau Dr. Clermont, FL 34711

ARTICLE 11
INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' and paralegals' fees, reasonably incurred by or imposed upon said Director or officer in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which the Director or officer may be a party or in which the Director or officer may become involved by reason of being or having been a Director or officer of the Association, or having served at the Association's request as a Director or officer of any other corporation, whether or not the Director or officer is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative 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

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determined that the Director or officer is not to be indemnified by the Association as authorized by these Articles of Incorporation.

ARTICLE 12 BYLAWS

The Bylaws shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 13 AMENDMENTS

13.1 Amendment. Amendments to these Articles of Incorporation shall be made by a majority vote of the Board of Directors, subject to the limitations set forth in this Article 13.

13.2 Limitations. No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval as directed in the language contained in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sweetwater Ridge Townhomes at Magnolia Pointe in writing by all Members. No amendment shall be made that is in conflict with the Amended and Restated Declaration. ~~As long as the Declarant shall own any of the Property, no Declarant-related amendment shall be made to these Articles unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant-related if it does any of the following:~~

~~a. Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners;~~

~~b. Modifies the definitions provided for by Article 1 of the Declaration in a manner which alters the Declarant's rights or status;~~

~~c. Modifies or repeals any provision of Article 2 of the Declaration;~~

~~d. Modifies or repeals any provision of Article 3 of the Declaration;~~

~~e. Alters the character and rights of membership as provided for by Article 5 of the Declaration or affects or modifies in any manner whatsoever the rights of the Declarant as a Member of the Association;~~

~~f. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies with respect to zoning, streets, roads, sidewalks, drives, easements or facilities;~~

~~g. Denies the right of the Declarant to convey Common Property to the Association;~~

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~~h. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant; and~~

~~i. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's right as provided for by any such provisions of the Declaration.~~

13.3 Filing. A copy of each amendment shall be certified by the Secretary of State of the State of Florida.

ARTICLE 14 **INCORPORATORS**

The name and address of the Incorporator of these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
John S. Pettit	111 Delta Court Sharpsburg, GA 30277

ARTICLE 15 **NON-STOCK CORPORATION**

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

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EXHIBIT 'D'**BYLAWS
of
SWEETWATER RIDGE TOWNHOMES OWNERS ASSOCIATION, INC.
a Florida Nonprofit Corporation****ARTICLE 1
IDENTITY**

These are the Bylaws of Sweetwater Ridge Townhomes Owners Association, Inc., a corporation not-for-profit organized pursuant to Chapter 720, Florida Statutes, hereinafter referred to as the Association.

1.1 Office. The office of the corporation shall be located at 13439 Fountainbleau Drive, Clermont, Florida 34711, or at such other place as may be designated from time to time by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 Seal. The seal of the Association shall bear the abbreviated name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

**ARTICLE 2
DEFINITIONS**

When used in these Bylaws, the terms shall have the same meaning as defined in Article 1 of the Declaration of Covenants, Conditions and Restrictions for Sweetwater Ridge Townhomes at Magnolia Pointe.

**ARTICLE 3
MEMBERS**

3.1 Qualification. The Members of the Association shall consist of every Owner, including the Declarant, and in the case of multiple Owners, every group of record Owners of a Unit in the Property. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Unit. Multiple Owners shall be subject to the provisions of the Declaration relative to "Multiple Owners".

3.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Lake County, Florida, a deed or other instrument establishing record title to a Unit under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's

local agent, if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said owner as then reflected in the Association's records.

3.3 Voting Rights. Voting rights of each Member of the Association shall be as set forth in the Declaration and the Articles, and the manner of exercising such voting rights shall be as set forth in these Bylaws.

3.4 Designation of Voting Representative. If a Unit is owned by one person or entity, its rights to vote shall be established by the record title to the Unit. If a Unit is owned by more than one person or entity, the person entitled to cast the votes for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the secretary of the Association. If a Unit is owned by a general or limited partnership, the person entitled to cast the votes for the Unit shall be designated by a certificate of appointment signed by one of the general partners and filed with the secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the votes for the Unit shall be designated by a certificate of appointment signed by the president or vice president of the corporation and filed with the secretary of the Association. If a Unit is owned in trust, the person entitled to vote for the Unit shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the votes of a Unit may be revoked in writing by any Owner thereof, provided, however, that no Unit shall vote in excess of the voting rights allocated to that Unit pursuant to the Declaration.

3.5 Approval or Disapproval of Matters . Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration, the Articles or Bylaws.

3.6 Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Unit.

ARTICLE 4 **MEMBERS' MEETINGS**

4.1 Annual Members' Meetings. The annual Members' meeting shall be held at the office of the Association at 5:00 p.m. on the 10th day of January of each year for the purpose of appointing directors and of transacting any other business authorized to be transacted by the Members; provided, however, if that day is a legal or religious holiday, the meeting shall be held at the same hour on the next day which is not a legal or religious holiday. Anything herein to the contrary notwithstanding, the Board of Directors shall have the discretion to hold the annual meeting at any other time during the month of January which the Board of Directors may deem to be more convenient to the Members of the Association.

4.2 Special Members' Meetings. Special Members' meetings may be called at any time

by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership or by the Declarant as long as the Declarant is a Class B Member. Unless otherwise set forth in the notice of special meeting, all special meetings shall be held in Lake County, Florida.

4.3 Notice of Members' Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4.4 Quorum. A quorum at Members' meetings shall consist of thirty percent (30%) of all votes in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws or the Articles. When a specified item of business is required to be voted upon by a particular class of Members, thirty percent (30%) of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting, or a Member's duly authorized attorney-in-fact, may authorize another person or persons to act for the Member by proxy. Every proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the person executing it and shall expire upon the transfer of title to the Unit giving rise to the voting rights to which the proxy pertains. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members.

4.6 Adjourned Meetings. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with these Bylaws to each member on the new record date entitled to vote at such meeting.

4.7 **Order of Business.** The order of business at annual Members' meetings, and as far as practical at all other Members' meetings, shall be:

- a. Call to order.
- b. Election of chairperson of the meeting.
- c. Calling of the roll and certifying of proxies.
- d. Proof of notice of meeting or waiver of notice.
- e. Reading and disposal of any unapproved minutes.
- f. Reports of officers.
- g. Reports of committees.
- h. Appointment of directors.
- i. Appointment of Nominating Committee.
- j. Unfinished business.
- k. New business.
- l. Adjournment.

4.8 **Minutes of Meetings.** The Association shall maintain minutes of each meeting of the membership and of the Board of Directors in a businesslike manner. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

ARTICLE 5 BOARD OF DIRECTORS

5.1 **Number.** The affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) directors.

5.2 **Term of Office.** The term of office shall be as set forth in the Articles of Incorporation.

5.3 **Removal.** Except for the Declarant-appointed directors who may only be removed by the Declarant, any director may be removed from the Board, with or without cause, by a majority vote of the Members of each class. In the event of the death, resignation or removal of a director, the successor shall be selected by the remaining directors and shall serve for the unexpired term of the director's predecessor, except in the case of a Declarant-appointed director, in which case the Declarant shall appoint the successor.

5.4 **Directors' Fees.** Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.5 **Nominations.** Nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting.

5.6 **Nominating Committee.** The Nominating Committee shall consist of a chair, who

shall be a director, and two 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 annual meeting. The Nominating Committee shall make as many nominations for 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 officers, directors, representatives or employees of the Declarant or a corporate Member of the Association, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.8 and shall be made in advance of the time fixed in Section 5.8 for the mailing of such ballots to Members.

5.7 Election of Directors. Except for Declarant-appointed directors, election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes (without regard to class) for each vacancy shall be elected.

5.8 Ballots. All elections to the Board of Directors of the Association shall be made on written ballot which shall: (1) describe the vacancies to be filled; (2) set forth the names of those nominated by the Nominating committee for each such vacancy; and (3) contain a space for a 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 a return, which shall be a date not later than the day before the meeting at which the vote is to be taken.

5.9 Number of Ballots. Each Member shall receive as many ballots as it has votes. Notwithstanding that a Member may be entitled to several votes, it shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots 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 in Section 5.10, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes, (if the Member or the Member's 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 the Member's proxy; the number of ballots being returned, and such other information as the Association Board of Directors may determine will serve to establish the Member's 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 address of the association.

5.10 Election Committee; Counting of Ballots. Upon receipt of each return, the secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election Committee which shall consist of three (3) Members appointed by the Board of Directors. The Election Committee shall then:

- a. Establish that external envelopes were not previously opened or tampered with in any way;
- b. Open the external envelopes to establish that the number of envelopes therein marked "Ballot" corresponds to the number of votes allowed to the Member or the Member's proxy

identified on the external envelope;

c. Confirm that the signature of the Member or the Member's proxy on the outside envelope appears genuine; and

d. If the vote is by proxy, determine that a proxy has been filed with the secretary.

Such procedure shall be taken in such manner that the vote of any Member or Member's proxy shall not be disclosed to anyone, even the Election Committee.

The opened external 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 such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Association Board of Directors.

ARTICLE 6 MEETINGS OF DIRECTORS

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly (or more frequently if determined by the Board) at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. Notice of such regular meeting is hereby dispensed with. Regular meetings of the Board of Directors shall be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

Notices of all Board meetings shall be posted in a conspicuous place on the Property at least 48 hours in advance of a meeting, except in an emergency, or shall be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding the above-mentioned general notice requirements, the Board may provide for a reasonable alternative to posting or mailing of notice for each Board meeting, including publication of notice or provision of a schedule of Board meetings.

An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

This section shall also apply to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific Unit owned by a Member in the community.

6.2 Special Meetings. Special meetings of the Directors may be called by the president of the Association, or by any two (2) directors. No less than two (2) days' notice of the special meeting shall be given to each director personally or by first class mail, which notice shall state the

time, place and purpose of the meeting. Except in the case of any emergency, notice of such meetings shall be posted conspicuously on the Property forty-eight (48) hours in advance for the attention of Members, and the Board of Directors may designate the place or places for posting such notice on the Property. All special meetings of the Board shall be open to the Members.

6.3 Waiver of Notice of a Meeting. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as 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 the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Association's records and made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.4 Defects in Notice, etc. Waived by Attendance . Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all person participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in persons at a meeting.

6.5 Quorum. A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, the Articles, or these Bylaws.

6.6 Adjourned Meetings. A majority of the directors present whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

6.7 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the Board of 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 all of the 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.

6.8 Presiding Officer. The presiding officer of directors' meetings shall be the president. In the absence of the president, the vice president shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

6.9 Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under Chapter 720, Florida Statutes, common law, the Declaration, the Articles and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

6.10 Declarant-Appointed Directors. Anything to the contrary contained herein notwithstanding, any director who is appointed by the Declarant may be removed by the Declarant at any time. Upon such removal, the Declarant shall immediately appoint a replacement director and notify the remaining directors, if any, of such removal and appointment.

ARTICLE 7 OFFICERS

7.1 Officers and Election. The executive officers of the Association shall be a president, who shall be elected from the Board of Directors, a vice president, who also shall be elected from the Board of Directors, a treasurer and a secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the directors at any meeting. Any person may hold two or more offices, except the president shall not also be the secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 President. The president shall be the chief executive officer of the Association. The president shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Members from time to time as the president may, in the president's discretion, determine appropriate to assist in the conduct of the affairs of the Association. The president shall serve as chairperson of all Board and Members' meetings.

7.3 Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. The vice president shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

7.4 Secretary. The secretary shall keep the minutes of all proceedings of the directors and the Members. The secretary shall attend to the giving and serving of all notices to the Members and directors, and other notices required by law. The secretary shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the president. The Association shall retain the minutes for a period of not less than seven (7) years. The duties of the secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer. The treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. The treasurer shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and the treasurer shall perform all other duties incident to the office of treasurer. The duties of the treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. The compensations, if any, of the officers or employees of the Association shall be fixed by the Board of Directors.

ARTICLE 8
COMMITTEES

The Board shall appoint a Nominating Committee, Enforcement Committee and Review Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE 9
BOOKS AND RECORDS

The books, official records and papers of the Association shall be open to inspection and available for photocopying by Member or other authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Declaration, the Articles and the Bylaws shall be available for inspection by any Member at the Association's principal office, where copies may be purchased at reasonable cost.

ARTICLE 10
FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following.

10.1 **Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by their amounts and by accounts and receipt classifications. Expenses shall be entered by their amounts and by accounts and expense classifications.

a. **Current Expenses.** The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include, but not be limited to, in any order:

- (1) Professional, administrative and management fees and expenses;
- (2) Taxes on Common Property;
- (3) Expense for utility services and maintenance expense relating to the Common Property, including but not limited to, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, preservation or conservation areas, wetlands and wetland mitigation areas;
- (4) Insurance costs;
- (5) Administrative and salary expenses;
- (6) Operating capital;

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- (7) Performance of obligations imposed by an unit of local, regional, state or the federal government, and to enforce the provisions of the Declaration, the Articles of Incorporation and these Bylaws; and
- (8) Other expenses.

b. **Reserve for Deferred Maintenance.** If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

c. **Reserve for Replacement.** If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

10.2 Budget. The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year which shall include the estimated funds required to defray current expenses and shall provide funds for the foregoing reserves. The operating budget shall provide separate expense and reserve figures for the Common Property and the Property, so as to permit appropriate allocation of assessments therefor among all benefitted Units.

10.3 Financial Reporting The Board of Directors shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall, within the time limits as set forth in Article 9 herein, provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

10.4 Depository. The depository of the Association shall be such bank or other institution in Lake County, Florida as permitted by applicable law, and as shall be designated from time to time by the Board of Directors. The withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board of Directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

ARTICLE 11 ENFORCEMENT PROCEDURES; FINES

11.1 Appointment of Committees.

Enforcement Committee. The Board of Directors for Association shall appoint a three (3) member Enforcement Committee which shall be charged with determining whether probable cause exists that any Owner, tenant, invitee or licensee within Sweetwater Ridge Townhomes at Magnolia Pointe has violated any provision of the Covenants, Bylaws, or Rules and Regulations of the Association.

Review Committee. The Board also shall appoint a three member Review Committee which shall consist entirely of Owners. The Review Committee shall be charged with conducting the hearing and rendering the final determination with regard to the levy of fines as herein provided. Members of the Review Committee must not include Board members or officers or employees of the Association, or the spouse, parent, child, brother, or sister of any such person.

11.2 Probable Cause Determination.

1. All reports of possible violations shall be made to the Enforcement Committee. Such report must be in writing and may be made by any person. The Enforcement Committee shall keep a written record of all reports.

2. In making its Probable Cause Determination, the Enforcement Committee shall consider the report and any other information obtained pursuant to investigation. If the Enforcement Committee finds probable cause that a violation occurred, it shall report its findings in writing to the Board. If the Enforcement Committee does not find probable cause, it shall report its findings in writing to the Board whereupon the matter is concluded and no further investigation into the report shall be made.

11.3 Notice of Violation.

1. Following receipt of the Enforcement Committee's Probable Cause Determination, the Board shall provide a written Notice of Violation to the person alleged to be in violation and, if the person is not the Owner of the Unit, to the Owner.

2. The Notice shall:

(a) state the specific nature of the alleged violation;

(b) state the provision of the Covenants, Bylaw, or Rules and Regulations alleged to have been violated;

(c) state the Association's position;

(d) state that the alleged violator will have fourteen (14) days from the date of the Notice of Violation to give written notice to the Board requesting a hearing on the alleged violation;

(e) state that the Board will levy the fine on a daily basis; that the Board will consider each day during which the violation continues a separate offense (with only a single notice and opportunity for hearing); that each such day shall be subject to a separate fine of no more than one hundred dollars (\$100.00); and that the fine for such violation may exceed one thousand dollars (\$1,000.00) in the aggregate but shall not exceed \$5,000.00 (exclusive of interest, costs, and attorney's fees) in the aggregate; and

(f) state that in lieu of a hearing request, the person or lot owner may respond to the Notice of Violation within fourteen (14) days of its sending by providing a written statement to the Board (i) acknowledging the violation occurred as alleged, (ii) promising the violation will thereafter cease and will not recur, and (iii) agreeing the violation will be fixed to the satisfaction of the Board within thirty (30) days following the date of the written statement; the Notice also shall state such acknowledgment and promise (and continued performance in accordance therewith) shall terminate further

enforcement activity, including levy of fines, of the Association with regard to the alleged violation.

11.4 Notice of Hearing

1. If the person or Owner timely requests a hearing, the Review Committee shall hold same after giving the person or Owner at least fourteen (14) days written notice of the date, time and place of the hearing. The Review Committee shall hear any defense to the Enforcement Committee's charges and shall hear any witnesses for the person, the Owner, or the Enforcement Committee. The Review Committee shall receive evidence and written or oral argument (or both) from the person or lot owner on all issues involved or any material considered by the Review Committee.

2. Any party at the hearing may be represented by counsel. If the alleged violator intends to have counsel attend the hearing, the violator should advise the Board at least ten (10) days before the hearing. The hearing may be audio or video recorded in the same manner and under the same rules that members are permitted to audio or video record Board meetings.

11.5 Final Determination

After any hearing (or if no hearing is timely requested and no acknowledgment and promise is timely made), the Review Committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Review Committee determines that there is not sufficient evidence, it shall terminate the proceedings and the fine shall not be imposed. Any decision of the Review Committee shall be made a part of the minutes of that meeting.

11.6 Imposing Fine.

1. If the Review Committee determines there is sufficient evidence of violation, it shall request the Board to impose a fine.

2. The Board shall then, at a duly called meeting and by majority vote, impose the fine according to the Board's schedule of fines, or reduce or waive the fine. In no event, however, shall the Board increase the fine. At its discretion, the Board may receive additional argument concerning the fine.

11.7 Notice of Fine

1. The Board shall provide a written Notice of Fine imposing the fine to the person and to the Owner of the Unit which that person occupies if that person is not the owner.

2. The Notice shall:

- (a) state the specific nature of the violation;
- (b) state the provision of the Covenants, Bylaw, or Rules and Regulations violated;
- (c) state the amount of the fine and rate of interest, if any; and
- (d) state that the Board will levy the fine on a daily basis; that the

Board will consider each day during which the violation continues a separate offense (with only a single notice and opportunity for hearing); that each such day shall be subject to a separate fine of no more than one hundred dollars (\$100.00); and that the fine for such violation may exceed one thousand dollars (\$1,000.00) in the aggregate, but shall not exceed \$5,000.00 (exclusive of interest, costs, and attorney's fees) in the aggregate.

3. Any fine imposed shall be assessed against the Unit which the person occupied at the time of the violation, whether or not the person is an Owner of that Unit, and shall be due and payable within 30 days from notice of the fine. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain reimbursement from a violator occupying his Unit, for the amount of any fine or fines, together with interest, assessed against the Unit.

4. Further, nothing herein shall be construed as a prohibition of, or limitation on, the right of the Board to pursue other means to enforce the provisions of the various Association documents, including, but not limited to, mediation, arbitration, or legal action for damages or injunctive relief.

ARTICLE 12 PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Articles and Bylaws or with the statutes of the State of Florida.

ARTICLE 13 AMENDMENT

Amendments to these Bylaws shall be proposed and adopted in the following manner.

13.1 **Resolution.** The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

13.2 **Notice.** Within the time and in the manner provided in these Bylaws of the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

13.3 **Vote.** At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all members entitled to vote thereon.

As long as the Declarant shall own any lands within the Property, no Declarant-related amendment shall be made to the Declaration, the Articles or the Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to

be Declarant-related if it does any of the following:

- a. Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners;
- b. Modifies the definitions provided for by Article 1 of the Declaration in a manner which alters the Declarant's rights or status;
- c. Modifies or repeals any provision of Article 2 of the Declaration;
- d. Modifies or repeals any provision of Article 3 of the Declaration;
- e. Alters the character and rights or membership as provided for by Article 5 of the Declaration or affects or modifies in any manner whatsoever the rights of the Declarant as a Member of the Association;
- f. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies with respect to zoning, streets, roads, sidewalks, drives, easements or facilities;
- g. Denies the right of the Declarant to convey Common Property to the Association;
- h. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant;
- i. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's right as provided for by any such provisions of the Declaration

At any time prior to the first election of a majority of directors by Owners other than the Declarant, these Bylaws may be amended by the Declarant, if necessary, to make the same consistent with the provisions of the Declaration, and as may be in the best interests of the Association. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through the hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw.... for present text." Nonmaterial errors or omissions in the bylaw amendment process shall not invalidate an otherwise properly promulgated amendment. Any amendments to these Bylaws shall be in accord with the terms and provisions of the Declaration which sets forth certain additional voting and approval requirements with respect to certain types of amendments.

13.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon them at one meeting.

13.5 Agreement. If all of the directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, and the same do not violate the prohibitions of Subsection 13.3 relative to the Declarant under the

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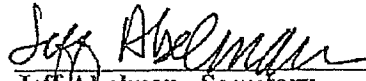
Declaration, then the amendment shall thereby be adopted as though subsections 13.1 through 13.3 had been satisfied.

13.6 Provisions. No amendment shall make any changes in the qualifications for membership or the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with Chapter 720, Florida Statutes, or with the Declaration or Articles of Incorporation.

ARTICLE 14
SEVERABILITY AND CONFORMITY TO STATE LAW

These Bylaws are to be governed by and construed according to the laws of the State of Florida. If it should appear that any of the provisions hereof are in conflict with the Declaration or any rule of law or statutory provision of the State of Florida, then such provisions of these Bylaws shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to the Declaration or such rule of law.

The foregoing were adopted as the Bylaws of Sweetwater Ridge Townhomes Owners Association, Inc., a non-profit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the 6 day of December, 2003.



Jeff Abelman, Secretary

The quality of this image is equivalent to the quality of the original document.

Exhibit "E"

Site plan for Sweetwater Ridge Townhomes at Magnolia Pointe

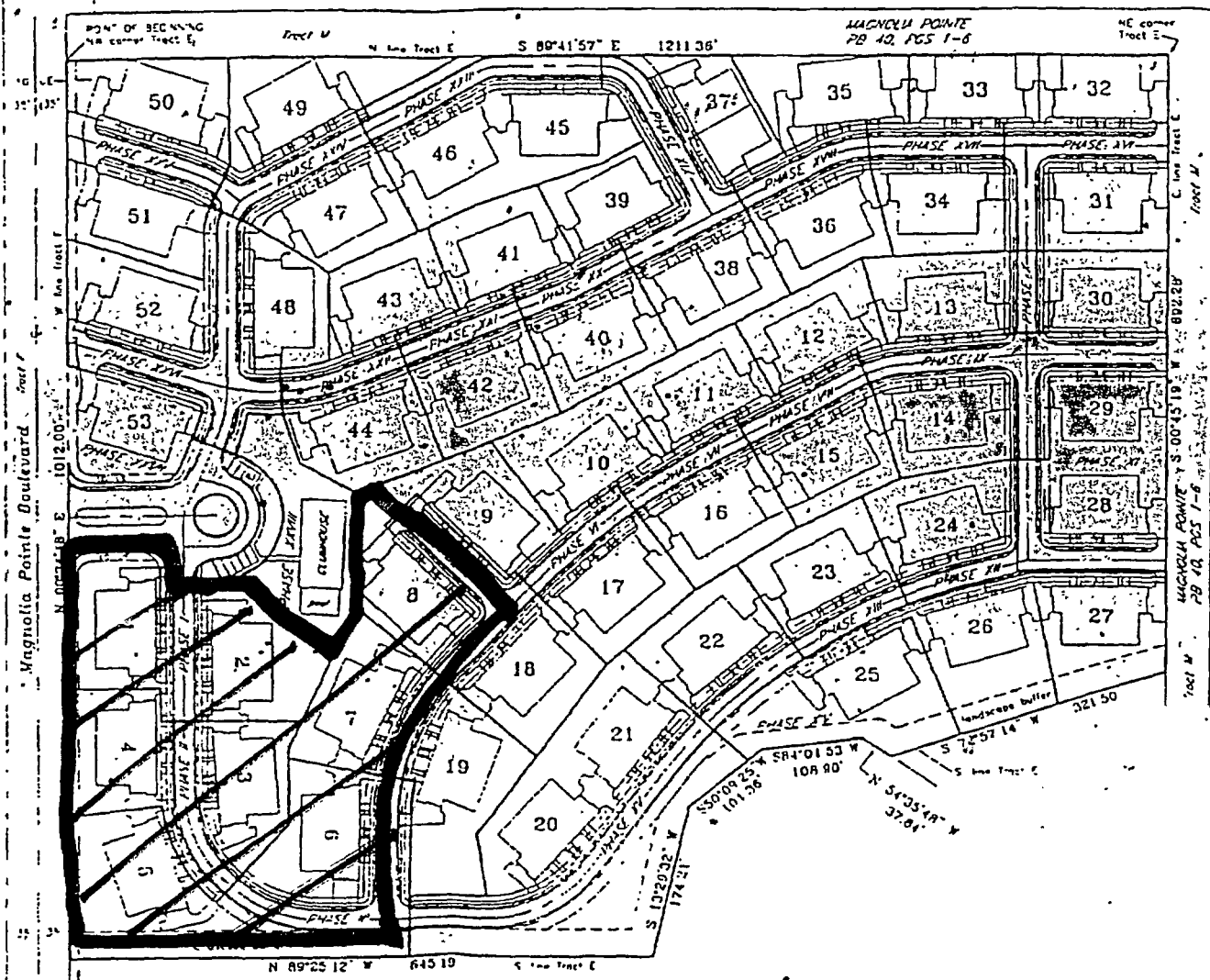


EXHIBIT "E"