

# SWEETWATER RIDGE TOWNHOMES OWNERS ASSOCIATION, INC.

## RULES AND REGULATIONS

(Revision 3 Adopted on February 17, 2015)

In addition to the provisions of the Bylaws of SWEETWATER RIDGE TOWNHOMES OWNERS ASSOCIATION, INC. (hereinafter referred to as "Association") and the Declaration of Covenants, Conditions and Restrictions, the following Rules and Regulations, together with such additional rules and regulations as hereafter may be adopted by the Board of Directors of the Association, shall govern the use of all units located in SWEETWATER RIDGE TOWNHOMES AT MAGNOLIA POINTE and the conduct of all residents thereof whether they are unit owners, lessees, or the guests of unit owners and/or lessees.

### **1. Residential Purposes Only**

- a. **Occupancy:** Each unit on the property shall be used only for residential purposes and as a single family, private dwelling for the unit owner or tenant, members of his/her family, and social guests and for no other purpose.
- b. **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 (6) consecutive months. In addition, a Homeowner may not rent/lease their Unit more than two (2) times in 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 a Homeowner's tenant from using the Association's Common Areas and recreational amenities. **Effective April 1, 2015, a Homeowner may not lease his or her unit during their initial twelve (12) months of ownership. Ownership commences upon the recording of record title to a Homeowner for a Unit in the public records of Lake County, Florida. The Association may adopt additional rules and regulations regarding leasing, including required background checks on proposed occupants.**
- c. **Working Contribution/Transfer Assessment:** **In addition to the assessment obligations stated in Article VII of the Association's Amended and Restated Declaration of Covenants, Conditions and Restrictions, any transfer of title to a Unit will require the new Homeowner to provide the Association a contribution to the working capital in the amount of two (2) months' worth of the annual assessment or \$500.00, whichever is greater. The working contribution/transfer assessment may be used by the Association for any purpose not expressly prohibited by the Declaration of Florida Law, including defraying its operating budget.**

### **2. Insurance Provisions**

Unit owners shall not permit or suffer anything to be done or kept in their unit which will increase the rate of insurance or the insurance premiums on the property.

### **3. Manager**

The management of the property shall be under the direct supervision of the Board of Directors or a Manager contracted for the purpose of managing the property on behalf of the Association and at the exclusive direction of the Board. Ultimate responsibility for all decisions rests with the Board. It shall

be the Board of Directors' responsibility to provide for the maintenance of the buildings and grounds, located on the property, as provided in the Association's Governing Documents, as well as to enforce these Rules and Regulations. No resident shall direct, supervise or in any manner attempt or assert control or authority over any employee of the Association or those contracted to do work for the Association.

#### **4. Complaints From Owners of Possible Violations**

Complaints from Owner or other residents concerning violations of the covenants or the rules and regulations must be submitted in writing to the Enforcement Committee and not to any individual member of the Board of Directors. If the Association has retained a management company, complaints should be submitted to the management company who will, in turn, pass the complaint to the Enforcement Committee.

#### **5. Noise**

Owners and occupants of units shall exercise extreme care to regulate the use and occupancy of their units and to minimize noise. Noise emanating from the use of musical instruments, radios, television sets, amplifiers or other loudspeaker devices in said units shall only be used in a manner which shall not disturb other persons occupying units within the community. All noise levels shall be curtailed on Sunday through Thursday between the hours of 10:00 p.m. (12:00 a.m. on Friday and Saturday) and 7:00 a.m. of every day. In order to help control noise, no contract labor on any unit shall start before 7:00 a.m. (8:00 a.m. on Saturday) or continue after 7:00 p.m. Monday through Friday or after noon on Saturday. No work by contractors shall be done on Sundays or Federal Holidays. Any excessive noise complaints should be reported to the local Sheriff's department, as well as, the management firm for Sweetwater Ridge Townhomes. (Lake County Sheriff's General Non-Emergency Dispatch phone #: 352-343-2101)

The use of generators to produce electricity except in situations of general electrical unavailability due to storms or other uncontrollable event is prohibited. Emergency use should only be done in a safe manner. No generator is to be run inside a closed space such as a garage. All units that have an Emergency Generator of any type must register the possession of the generator with the management company.

#### **6. Installation of Over-the-Air Reception Devices (OTARD)**

a. The United States Federal Communications Commission, pursuant to the Federal Telecommunications Reform Act of 1996, has published certain regulations regarding Over-the-Air Reception Devices (OTARDs), under Title 47 of the United States Code of Federal Regulations, Sec 1.4000. OTARDS include satellite dishes, wireless cable antennas, and television broadcast signal antennas. These Regulations preclude the Association from imposing certain restrictions upon the Unit Owner to erect or maintain freestanding OTARDs. However, the Board of Directors is authorized to issue Rules and Regulations, by a majority vote, regulating such OTARDS, providing such Board adopted rule and Regulations is not inconsistent with any Federal or State Law or Regulation.

b. Any Homeowner desiring to receive either Direct Broadcast Satellites (DBS), Direct Satellite System (DSS), Multichannel Multipoint Distribution (wireless cable) providers (MMDS) and Television Broadcast Stations (TVBS) are restricted to the placement of a satellite dish, which can be no more than one (1) meter in diameter, or any other type of antenna. Homeowners must notify the Board of Directors of any such planned installation at least seven days in advance of the installation. All other types of antenna or satellite dish installation are prohibited unless approved in writing by the Board of Directors in advance of

installation. Homeowners who intend to mount an OTARD in the rear or side of any building must first obtain written approval from the Board of Directors.

c. No Homeowner may erect an OTARD and any accompanying mast more than twelve (12) feet in height without obtaining the written approval of the Board of Directors and the appropriate local building department confirming that such OTARD is erected in a safe manner.

d. No Homeowner may erect a satellite dish that exceeds one meter in diameter on any Unit. No dish or device of any manner shall be attached to the roof shingles. If an OTARD has already been attached to the roof in any way, the homeowner is responsible for any leaks or structural or cosmetic damage caused by the installation and/or future removal. Notice is herein given that any OTARD mounted through the roof shingles shall be relocated immediately by the Homeowner, **including the Bracket**, and any and all damage to the roof repaired by an approved vendor. Any dish or other antenna device not remounted properly, will subject the responsible owner to all future damage to the roofing system, underlying structure damage, and any interior damage resulting from the mount. Conforming OTARDs may be mounted on the fascia board on the side of the roof dormers. All cables must be run through the attic spaces and exit through the soffit in an area which allows the cable to be properly dressed and run down the side or rear of the building in a manner that will minimize visibility.

e. It is the intent of this provision that the Board of Directors retain the authority to issue further regulations of OTARDs in the event and to the extent that the Association's ability to regulate such OTARDs is challenged or increased by further actions of the United States Congress or the Federal Communications Commission.

## **7. Use of Balcony/Patio**

No homeowner or occupant of a unit shall use the patio or balcony of a unit for the drying of laundry, or the airing of bedding, or in such other manner as shall alter the exterior appearance of said patio or balcony.

## **8. Pets**

If a homeowner is allowed to keep pets, the homeowner shall be allowed to keep not more than 3 pets at one time – 2 of which may be dogs. Pets shall be kept under control at all times and will not be permitted to cause any unnecessary noise, excessive odor, disturbance, or create any other type of nuisance which will interfere with a homeowner's or tenant's enjoyment of his or her unit. No tenant may have pets reside or stay at a unit, except for handicap service animals, which are subject to the same rules and regulations as all homeowners. Proof of the animal's service credentials shall be included with the submission of the tenant lease in accordance with the Association's Rental/Lease restrictions as they exist. In keeping with Master Covenants, all pets shall be kept on a leash and controlled by a person when not in a residential unit; and no pet shall be allowed to roam unattended. Neither shall any owner tether their pet unattended.

**All persons on Sweetwater property are responsible for cleaning up pet feces from pets under their control immediately** (this is to stop persons from cleaning up periodically and leaving feces for extended periods of time) and must have a plastic bag or receptacle with them at all times when walking their pet. The right to keep a particular pet by any unit owner may be revoked at any time by the decision of a majority of the Board of Directors in the exercise of their sole judgment and discretion. Upon such revocations, the homeowner shall forthwith remove the pet from the unit. The homeowner will have no recourse against the Association or the Board of Directors for any decision made regarding the removal of pets from the unit.

Tenants/Renters who currently have pets residing at a unit, as of April 1, 2015, shall be permitted to maintain their pets during the duration of their tenancy; however, no additional pets will be permitted if the current pets are removed or absent under any other circumstance. Tenants/Renters who take possession of a unit after April 1, 2015, shall be subject to this pet rule, as amended, and will not be permitted to have pets stay or reside at a unit during the duration of their tenancy. **Violation of these Rules and Regulations regarding pets may result in enforcement action, including fines.** Please also refer to the Lake County Code Enforcement ordinances related to these issues. Animal Control will be notified of continuing incidents reported by residents.

## **9. General Rules and Regulations**

- a. Building repair and maintenance by the Sweetwater Ridge Townhome Owners Association is limited to building paint and roofs. Unit doors, windows and outside lights including facings, hinges, locks, and all other wood or metal parts are the responsibility of the homeowner and must be kept clean and in good repair at all times. Additionally, the homeowner is responsible for cleaning and maintaining all the paver and concrete surfaces serving their unit only, such as the driveway and the front and rear patios. **When the homeowner is notified of needed repairs, they should be completed within 14 days from the date of notice.** If not completed by the owner within the allotted time frame, the Association will contract with a vendor to complete the necessary repairs to address the issue. All costs will be charged back to the Homeowner as an individual assessment which is subject to the rules of collections.
- b. Fire regulations do not permit open fires in the unit's air conditioned space or garage.
- c. Children's toys and adult recreational equipment should be stored within units and not in parking or other common property areas or other visible areas of the Property when not in use.
- d. Homeowners, tenants, and their guests shall not at any time enter upon the roof of the building.
- e. Homeowners must notify Management of their Intent-to-lease, including the start and ending dates with the length of lease. An executed copy of the lease shall be provided to the Association via their Managing agent prior to any occupancy of the unit. Homeowners shall be responsible for the acts and conduct of their guests and tenants, therefore each owner shall submit a signed copy of the "Owners Agreement to Comply" (Exhibit A), by appointing the Sweetwater Ridge Townhome Owners Association as limited power of attorney for the sole purpose of commencing and pursuing an eviction action as Landlord, pursuant to Chapter 83 and/or Chapter 720, Florida Statutes, if Tenant fails to comply with the aforementioned governing documents and Board adopted Rules and Regulations OR if Tenant fails to forward rents to Sweetwater Ridge Townhome Owners Association, Inc. pursuant to a demand letter per Chapter 720, Florida Statutes, should the Owner fail to pay required assessments.

The Homeowner shall advise such guests and tenants of these Rules and Regulations and shall provide the tenant with a copy and shall require them to comply herewith. Homeowners shall submit a tenant signed copy of an agreement, Exhibit B, to comply with the Rules and Regulations to the Association through the management company within fourteen (14) days after the execution of a lease agreement or commencement of occupancy by tenant, ensuring that his/her tenant's are aware of same. Owners' whose units are currently leased, are required to obtain a signed copy of the "Agreement to Comply", Exhibit B, with the revised Rules and Regulations as stated above.

f. In case of emergency originating in or threatening any unit regardless of whether or not the homeowner is present, the Board of Directors shall have the right to enter such Unit to remedy such emergency. Such right of entry shall be immediate. The Association shall not be responsible for damages incurred resulting from such forcible entry.

g. No homeowner or occupant is authorized to reprimand or give orders to any other homeowner, guest, tenant, and employee of the Association or Association contractors.

h. The personal property of all unit owners shall be stored within their units. Use of the garage as a storage place is not an acceptable reason for not having adequate space to park vehicles according to the Association's rules and regulations. If additional storage space is required homeowners are expected to obtain off-site storage.

i. Vehicle Parking/Towing—Including Trailers, Boats, etc.: See Appendix A for detailed approved Parking Rules and Towing Procedures.

j. No garbage cans, supplies, milk bottles or other articles shall be kept in the common areas or on the exterior of any units, nor shall any linens, cloths, clothing, including bathing suits and towels, curtains, rugs, mops, laundry of any kind or other articles, be shaken or hung from any of the windows, doors, terrace or balconies or exposed on any part of the common elements except as allowed under Florida Statute 163.04. Entrances shall not be obstructed in any manner, and the common elements shall be kept free and clear of rubbish, debris and other unsightly material.

k. Due to rodents and feral cats in the local area, all trash/garbage must be placed in an approved covered container, as provided by the City for trash/garbage disposal, before being placed curbside. Trash and recycling material must be placed out at end of driveway no earlier than the evening prior to pick-up, and the containers must be removed from the street and stored from view no later than the evening of the pick-up day. At no time should residents discard food debris outside their unit.

l. No flammable, combustible or explosive fluid, chemical or substance, shall be kept in any unit or within the limited common elements assigned thereto, except such as are required for normal household use.

m. Any plantings by residents must be approved by the Board of Directors prior to installation, and must be maintained by the resident and not infringe or cause further maintenance of the common areas by the association landscape vendor.

n. Rules and Regulations as to the use of the recreational facilities and recreation area shall be published and posted as required. Each unit owner and tenant shall observe all Rules and Regulations.

o. Homeowners and tenants are responsible for their actions, the actions of their children and their guests, and will be held responsible for any misbehavior or any damages to property or for failure to obey the Rules and Regulations.

p. There shall be no soliciting anywhere in the complex for any reason, cause, charity or purpose whatsoever.

q. No skateboarding, in-line skating, or riding of two-wheel scooters is permitted on the streets or any paved surface within the Sweetwater Ridge community. Refer to Florida Statute 316.0085.

## **10. Compliance with Rules and Regulations**

Each homeowner, tenant and guests shall comply with and abide by all the above Rules and Regulations and all revisions to same, as may hereafter be adopted from time to time by the Board of Directors. Notwithstanding any of the above Rules and Regulations, the Board of Directors has the authority, under special circumstances, and in its sole discretion, to grant minor or reasonably necessary exceptions to these Rules and Regulations, provided such are approved in writing by a majority of the Board of Directors.

Additionally, the Board of Directors reserves the right to change or revoke the existing rules; and make such additional rules and regulation from time to time, solely within their discretion as deemed necessary or desirable for the safety and protection of the buildings or their occupants.

# SWEETWATER RIDGE TOWNHOMES OWNERS ASSOCIATION, INC.

## Rules and Regulations

### Appendices

#### Appendix A--Revised and Restated Parking Rules and Towing Procedures

Adopted January 20, 2015

Pursuant to Section 5.5 of the of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sweetwater Ridge Townhomes at Magnolia Pointe as recorded in Official Records Book 4498, Page 2146, Public Records of Lake County, Florida (the "Declaration"), it is hereby resolved by the Board of Directors of Sweetwater Ridge Townhomes Owners Association, Inc., at a duly held meeting of the Board on the twentieth day of January, 2015 that the following Parking Rules and Towing Procedures are hereby adopted and shall take effect immediately:

1. A Homeowner's or Tenant's vehicle must be parked in the garage or driveway attached to their Unit. The parking area on Fountainbleau Drive is provided for guest and visitor parking only. The Amenity parking area is restricted for clubhouse and pool use only, and absolutely no overnight parking is permitted.
2. Only vehicles with a valid Visitors Pass issued by Magnolia Pointe Gate Security and conspicuously displayed on the dashboard may be parked on any street between the hours of 12:00 AM and 08:00 AM. Gate Security will prepare a Visitors Pass with the Tag Number and the date the visitor intends to depart, or one week from the date of issue, whichever is shorter in duration. Passes will be issued for no longer than one week. It is the resident's responsibility to inform their guests of this policy if they will be staying overnight.
3. A vehicle with a bar code, which designates a resident, is prohibited from parking in the guest and visitor parking area on Fountainbleau Drive.
4. No travel trailers, mobile homes, campers, utility trailers, 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. No trailers and commercial vehicles, including resident vehicles with business signs, commercial lettering or advertising shall be parked or stored on the Property unless in an enclosed garage.
5. No inoperative vehicle shall be parked or stored or otherwise permitted to remain on the street, the driveway, or the property unless stored in an enclosed garage.
6. All vehicles must have current license tags.

7. There shall be no major repair performed on any vehicle on or adjacent to any driveway or on any street.

8. The Homeowner shall be responsible to ensure that his or her vehicle does not have an oil or fuel leak. The Homeowner shall be responsible for cleaning costs and necessary repairs resulting from his or her vehicle's oil or fuel leak. Vehicles with obvious leaks will receive one (1) Request for Action Notice and if the vehicle's leak is not corrected within seven (7) days of the notice to the satisfaction of the Board, the alleged violation will be referred to the Enforcement Committee for further enforcement action.

9. Any vehicle parked in violation of these Parking Rules and Regulations is subject to fines, a lawsuit and/or being towed at the owner's expense. The Association may tow a vehicle. In order to tow a vehicle, the Association shall abide by the following towing policy:

A. If a vehicle is discovered parked on the Association's Common Areas or the streets in violation of the Declaration or any rules and regulations, the Association shall ensure that the notice requirements of Section 715.07(5), Florida Statutes, Florida's Towing Statute, have been satisfied prior to towing by one of the following methods:

i) Personal delivery of notice to the vehicle

ii) Posted Signs on the Property regarding towing in the specific manner as required by Section 715.07(5), Florida Statutes, which may be satisfied by a reputable towing company. Vehicles in violation of the posted signage will not be provided any additional notices and may be towed immediately.

B. Upon satisfaction of any one of the above notice requirements, the Association, or its agents, may immediately contact a reputable towing company to tow the violating vehicle. No attempt to move the vehicle will be made without the assistance of a reputable towing company. Under no circumstances shall the Association attempt to enter the vehicle.

C. In the event of towing, the Association shall not be liable or responsible to the owner of such vehicle for trespass or damage incurred as an incident to or for the cost of such removal or otherwise.



# SWEETWATER RIDGE TOWNHOMES OWNERS ASSOCIATION, INC.

## Rules and Regulations

### Appendices

#### Appendix B – Enforcement Procedure

##### 1. Reporting a Violation:

1. Anyone may and should report a possible violation of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, Bylaws, and/or Approved Rules and Regulations of Sweetwater Ridge Townhome Owners Association.
2. Parking and other vehicle violations, and pet violations may be reported to Sentry Management Inc. by phone or email. Depending upon the nature of the Pet or Vehicle Violation, a written report may be requested. Note: All Violation reports initially go to:
  - A. Vehicle Violation Reports must contain: (a) Make, type, and tag No. of the vehicle. (b) Nature of the violation. (c) Location of the vehicle. (d) Owners Name and address (if known). (e) Name, address and phone number and/or email address of person reporting the possible violation.
  - B. Pet Violation Reports shall contain the location, date, and time of the possible violation, and the name and address of the pet owner. The report must also contain the name, address and phone and/or email address of the person reporting the possible violation.

**NOTE: All Violations should be initially reported to:**

Dave Ellis, Community Association Management of Lake County  
13900 County 455, Suite 107  
#346  
Clermont, FL 34711  
Phone: 352-404-4116  
Email: info@camlakecounty.com

Upon receipt of a reported violation, Sentry Management will contact the Enforcement Committee Chairman, or a designated board member for disposition per the Enforcement Policy. The Sentry Management representative will be instructed to write a letter to the alleged violator or to refer the violation issue to the Enforcement Committee.

##### 2. Violations other than those outlined above:

1. The violation report must be submitted in writing, via postal or email, to Sentry Management and shall contain the following:
  - A. Alleged violators name and address.
  - B. Nature of the violation including the SWR Document article and paragraph alleged to have been violated.
  - C. Location, date, and time of the alleged violation.
  - D. Any supporting information or photos available.
  - E. Name, address, phone number, and email address of the person reporting the alleged violation.
2. The report will be logged in by Sentry Management and forwarded to the Enforcement Committee for disposition. **NOTE: The names of persons who submit violation reports will be kept confidential and only available to those directly responsible for disposition of those reports.**

### **3. Probable Cause Determination**

1. Reports of possible violations submitted to the Enforcement Committee will be reviewed.
2. The Enforcement Committee reports its findings to the Board.

### **4. Notice of Violation**

1. Board sends Notice of Violation to the owner if probable cause found.
2. The Notice Shall:
  - A. State the specific nature of the alleged violation
  - B. State the provision of the document that was been violated
  - C. State the Association's position
  - D. State that the alleged violator has 14 days to request a hearing
  - E. State the possible fines
  - F. State that in lieu of a hearing request, send a written statement to the Board:
    1. Acknowledging the violation occurred as alleged,
    2. Promising the violation will cease and not recur, and
    3. Agreeing the violation will be fixed and not repeated.

### **5. Notice of hearing**

1. If a hearing is requested, the Review Committee will hold the hearing.
2. Any party may be represented by counsel.

### **7. Imposing Fine**

1. Review Committee request the Board to impose a fine, per the Fine Procedure Policy, if a violation occurred.
2. The Board will, impose, reduce, or wave the fine.

### **8. Notice of Fine**

1. Board provides a written notice of the fine to person and/or owner.
2. The Notice Shall:
  - a. State the specific nature of the violation
  - b. State the provision of the documents violated
  - c. State the amount of the fine and interest rate, if any
  - d. State the Board will levy the fine on a daily basis and other fine information
  - e. Any fine imposed is assessed against the unit and due within 30 days
  - f. Further, nothing prohibits the right of the Board to pursue other means to enforce the provisions of the Documents

# SWEETWATER RIDGE TOWNHOME OWNERS ASSOCIATION, INC.

## Rules and Regulations

### Appendix C – Fine Procedure Policy

#### General

All Homeowners, residents, visitors and guests must adhere to the Sweetwater Ridge HOA Documents which include the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sweetwater Ridge Townhomes at Magnolia Pointe, as well as the Sweetwater Ridge Townhomes Owners Association's Articles of Incorporation, Bylaws and the Rules and Regulations adopted by the Boards of Directors of Sweetwater Ridge Townhome Owners and the Magnolia Pointe Master Homeowner's Association.

#### Fines

A fine of a minimum of \$25.00 and not more than \$100.00 per day for each day of a continuing violation and/or a suspension of the right to use the common areas and facilities for a specified period may be imposed by the Sweetwater Ridge Townhomes Owners Association (hereinafter the "Association"). Any fine levied on a continuing violation may exceed \$1,000.00, but shall not exceed \$5,000.00 in the aggregate.

#### Fine Schedule

Following is a schedule of fines and suspensions, which may be imposed by the Association for violations as listed:

- 1. Parking:** A written warning will be issued for the first violation. A fine of \$25.00 per day for the second violation. The fine will accumulate on a daily basis until the violation is corrected up to 10 days. If the vehicle is still in violation after forty-eight (48) hours, or the violation is repeated, the vehicle may be towed from the Association's property without additional notice, at the vehicle owner's expense.
- 2. Pets:** Violation of Sweetwater Ridge Documents concerning the keeping, care and maintenance of pets can result in a fine. Dogs not leashed, and failure to pick up after a dog will result in a warning letter for the first violation and a fine for subsequent violations of from \$25.00 to \$100.00 per day, to an aggregate of \$5,000, that the violation is not resolved. Continued documented violations concerning a particular pet can result in the Board suspending the owner's right to use the Association's property and the Association seeking a Court Order compelling the pet owner to comply with the Association's governing documents, as well as, a judgment for any attorneys' fees and costs incurred, by the Association, if the Association prevails in its Court Action.
- 3. Infringement of the Rights of Others:** All Residents and Guest have a right to a pleasant and stress free atmosphere. Our Governing Documents address those rights and a violation can result in a written warning being issued. Subsequent to a warning, a fine from \$25.00 to \$100.00 may be assessed per day that the violation continues. If the occasion warrants, the Lake County Sheriff's Dept. may be asked to become involved by a Homeowner, the Management Company, or a member of the Board of Directors.
- 4. Property Damage:** The Association will require complete restitution, including legal fees, for negligent or intentional damage to Association property. Fines of from \$25.00 to \$100.00 per day may be assessed as an Individual Assessment in conjunction with the effort to collect the timely restitution for property or intrinsic damage and failure to pay the fine and/or restitution may result in suspension of an Owner's right to use the Association's Common Property, including clubhouse and pool, as well as suspension of an Owner's right to vote on Association matters.
- 5. OTARD's:** For OTARD's (Over The Air Reception Device) mounted directly to the roof of the building, such as satellite dishes, a written notice will be sent to the homeowner and any tenant/renter of the unit, stating that the resident of that unit or the homeowner has a fourteen (14) day grace period to have a licensed and insured contractor, who must be approved by the Management Company, relocate the OTARD to an acceptable location and inspect the roof for damage. Violation of the OTARD mounting location rules are subject to a fine of \$25.00 per day beginning the day following the expiration of the fourteen (14) day grace period and continuing until the relocation is completed and approved by the Management Company. A detailed report of the relocation activity and result of the inspection must be prepared by the contractor

and sent or delivered to the Management Company within seven (7) days after the relocation is complete. Should the roof integrity report not be satisfactory or the owner has not responded to the written notice within the fourteen (14) day time frame, a roofing contractor approved by the Management Company will be employed by the Association to remove the OTARD and repair the roof as needed, at the owner's expense. The relocation of the OTARD will not be the responsibility of the HOA contractor, only the removal and roof repair. The owner will be responsible for the total cost of all the work involved with the removal of the OTARD and repair of the roof including any legal cost involved and interest assessed, which may be assessed as an Individual Assessment.

6. **General Enforcement:** The Association strives to present a pleasant and harmonious environment for all who live and visit our community. Enforcement of our rules contained in our documents is necessary to maintain that desired environment. Violation of the established covenants and rules can result in a fine of \$25.00 to \$100.00 per day to an aggregate of \$5,000, while the violation exists. The Board of Directors, in addition to, or in the place of fines as described above, may implement suspension of the right to enjoy all common property including, but not limited to, the clubhouse and pool.
7. **Contacts:** Contact with the Board (through the Management Company) and/or the Management Company:

Dave Ellis  
Community Association Management of Lake County  
13900 County 455, Suite 107  
#346  
Clermont, FL 34711  
Phone: 352-404-4116  
Email: [info@camlakecounty.com](mailto:info@camlakecounty.com)

**SWEETWATER RIDGE TOWNHOME OWNERS ASSOCIATION, INC.**  
**Rules and Regulations**

**EXHIBIT A—Owner Rental Addendum**  
**AGREEMENT TO COMPLY**

As the owner of the townhouse located at \_\_\_\_\_, do hereby state that I (we) have read the Amended and Restated Declaration of Covenants, Rules and Restrictions, the Bylaws, and all Board approved Rules and Regulations that govern the Sweetwater Ridge Townhomes Owners Association and the Magnolia Pointe Master Association Governing Documents and understand that I (we) am(are) responsible for the conduct of my(our) tenants and their guests/visitors while renting or occupying my(our) unit. I (We) also understand that any misconduct on the part of my(our) tenants or the guests/visitors of said tenant; will be reported directly to me(us) and that I (we) am(are) ultimately responsible for any and all fines, fees, costs, or restrictions levied because of my(our) tenant or their guests/visitors which is associated with violating the governing documents and/or Rules and Regulations of the association. I (We) also understand that if the tenants or guests/visitors continue to violate the Covenants and/or Rules and Regulations of this Association or the Master Association, including any County, State, or Federal laws, the Sweetwater Ridge Board of Directors has the authority, with a majority vote at a properly noticed meeting, to require the Unit owner to cancel their tenant's lease and provide the tenant a thirty-day notice to vacate the occupied unit. The thirty days will commence from the day the Owner is officially notified of the Board's decision. Notice will be sent via certified mail.

Further, I (we), as owner(s) do hereby appoint Sweetwater Ridge Townhome Owners Association, Inc. as limited power of attorney for the sole purpose of commencing and pursuing an eviction action as Landlord, pursuant to Chapter 83 and/or Chapter 720, Florida Statutes, if Tenant fails to comply with the aforementioned governing documents and Board adopted Rules and Regulations OR if Tenant fails to forward rents to Sweetwater Ridge Townhome Owners Association, Inc. pursuant to a demand letter per Chapter 720, Florida Statutes, should the Owner fail to pay required assessments.

\_\_\_\_\_  
Owner(s) Name(s): Please Print

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Owner(s) Name(s): Please Print

\_\_\_\_\_  
Signature:

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**SWEETWATER RIDGE TOWNHOME OWNERS ASSOCIATION, INC.**  
**Rules and Regulations**

**EXHIBIT B—Tenant Addendum**  
**AGREEMENT TO COMPLY**

I (We), \_\_\_\_\_, as tenant of the townhouse located at \_\_\_\_\_, hereby state that I have been provided a copy of the Amended and Restated Declaration of Covenants, Rules and Restrictions, including all Board approved Rules and Regulations of the Sweetwater Ridge Townhome Owners Association and the Magnolia Pointe Master Association Governing Documents (copy to be provided by the unit owner); and hereby agree to abide by them while living at the above mentioned address. I(We) also fully understand that any violation of the Amended and Restated Declaration of Covenants, Rules and Restrictions, and all Board approved Rules and Regulations, including any County, State, or Federal laws, will result in notification to my(our) landlord of the violation(s) which may result in possible fines, fees, costs, or restrictions levied against my(our) landlord. Further, I(we) fully understand that the Owner/Landlord has the right to consider such violation a breach of the lease contract and can exercise the right to cancel the contract with a thirty-day notice to vacate the premises. Additionally, I(we) fully understand that the Sweetwater Ridge Townhomes Board of Directors has every right, through a majority vote at a properly noticed Board meeting, to require the owner of the unit to issue me(us) a thirty-day notice to vacate the premises because of a pattern of misconduct, abuse, and/or violation of the aforementioned governing documents and Board adopted Rules and Regulations on the part of myself(ourselves), family members, guests and/or visitors; and that I(we) will abide by such request if given. Finally, if I(we) am(are) required to vacate the unit by such actions taken by the Board of Directors to protect the interests and integrity of the community as a whole, I(we) acknowledge and agree that I(we) have no recourse against the Board of Directors or Owner, with respect to cancelling the signed lease between myself(ourselves) and the Owner/Landlord.

Signed on \_\_\_\_\_

Rental Agreement/Lease/Occupancy dates: \_\_\_\_\_ to \_\_\_\_\_.

\_\_\_\_\_  
Tenant(s)/Occupant(s)

\_\_\_\_\_  
Owner(s)/Landlord

\_\_\_\_\_  
Board Member