Sweetwater Village Landowners Association, Inc.
Rules & Regulations

Definitions:

**Association:** Shall mean and refer to Sweetwater Village Landowners Association, Inc., its successors and assigns.

**Lot:** Shall mean any numbered or lettered plot of land located within the above described property.

**Owner:** Shall mean record owner whether one or more persons or entities of a fee simple title to any lot which is a part of the above described property.

**Subdivision:** Shall mean the subdivided real property above described and such additions as may be brought within the jurisdiction of the Association as hereinafter provided. Sweetwater Village, located in Bay County, Florida; whose boundaries are described in various documents recorded in the official records of Bay County, Florida.

**Vehicle:** Any device in, upon, or by which any person or property is or may be transported or drawn upon a highway.

**Motor Vehicle:** Any self-propelled vehicle not operated upon rails or guide-ways, but not including any bicycle or moped. Common examples of motor vehicles are automobiles, trucks, and vans, motorcycles, motorbikes and golf carts.

**Oversized Vehicle:** Any vehicle classified as heavier that 1 ton or greater in length than the parking space it will occupy.

**Moped:** Any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider and designed not to travel on not more than three wheels; with a motor rated not in excess of two (2) brake horsepower and not capable of propelling the vehicle at a speed greater than thirty (30) miles per hour on level ground; and with a power-drive system that functions directly or automatically without clutching or shifting internal combustion engine is used, the displacement may not exceed fifty (50) cubic centimeters.

**Person:** Any individual, firm, partnership, joint venture, syndicate or other group or combination acting as a unit, association, corporation, estate, trust, business trust, trustee, executor, administrator, receiver, or other fiduciary, agency of the state, district, federal agency or any other legal entity or its legal representative, agent, or assign, and includes the plural as well as the singular.

**Pets:** Pets are loosely defined as any animal, bird, reptile, fish or insect that is owned, kept, tended, housed, or fed by the occupants of lots within the subdivision. Animals classified as
livestock, such as horses, cows, goats, sheep, pigs and poultry are not considered to be pets, and are prohibited from the subdivision.

**Nuisance**: Any action, occurrence or any use or practice which is the source of annoyance to residents, which interferes with the peaceful possession and proper use of the property; such as but not limited to; loud music, television, or other sounds; offensive odors, or any condition that causes pests. Determination of nuisance is solely at the discretion of the Association.

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**Article I - Occupancy & Use:**

1. Any noisy party or loud music is not permitted. Music, television or other sounds are permitted so long as they are not offensive or a nuisance.

2. All lots are restricted to occupancy of a single family, living in a single home, Leasing or sub-leasing of a home or lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing or sub-leasing shall, in all respects, conform with these restrictive Rules & Regulations, and the occupants of said property shall be required to comply with and abide by these restrictions.

3. No lease or rental of the subject property shall be made by the owner without the written consent of the Association which consent shall be within the sole discretion of the Association. No leases or rentals may be negotiated or managed other than by the owner. Any lease agreement must include the following written terms:

   Tenant herein agrees to abide by all provisions of the Covenants, Conditions & Restriction, Rules & Regulations, for Sweetwater Village Landowners Association. Failure to abide by said provisions, rules and regulations will constitute a default under the terms of this agreement, which default may be enforced by landlord or Sweetwater Village Landowners Association, Inc.; the Association may bring an action of law against tenant for damages, eviction, and/or specific performance, or any combination thereof. In such event, the Association shall be entitled to recover reasonable attorney’s fees including attorney’s fees on appeal.

4. In order to maintain the subject property exclusively for residential uses, no business of any kind shall be conducted on any lot with the exception of the business of the Association.

5. In the interest of creating an atmosphere conducive to pleasant living for all residents, no noxious, offensive, immoral or illegal activities shall be carried on in or on any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.

**Article II - Trash, Garbage, and Refuse, Control:**
1. The following applies to household trash, garbage and yard debris within the subdivision:

   A. All trash shall be regularly removed from each lot. Household trash, garbage and small household items in tied plastic bags that can be placed within a curbside garbage container to be placed roadside only on the days that the trash and garbage is scheduled to be picked up. On the days when no trash and garbage is scheduled to be collected, the garbage cans shall be stored behind the house where possible, otherwise placed neatly along side of home. No more than two garbage container shall be permitted in view of street.

   B. In the interest of maintaining a clean and healthful environment for all other residents, garbage or trash shall not be burned on any lot.

   C. Grass, flowers and shrubbery clippings (in tied plastic bags, if possible) shall be placed beside the garbage container on pickup days, until then should be stored out of view of street.

2. Owners or occupants of each lot must personally remove or cause to be removed immediately the following types of items.

   A. Building materials or scraps such as doors, windows, siding, roofing, lumber, drywall, cabinets, vanities, sinks, lavatories, tubs, concrete products or stucco.

   B. Appliance goods such as water heaters, stoves, dishwashers, clothes washers or dryers, air conditioners, furnaces or refrigerators.

   C. Automobile tires, and other automobile parts, including but not limited to petroleum by-products, batteries, Freon products, etc.

   D. Floor coverings such as but not limited to, linoleum, carpeting and padding.

   E. Items of furniture and bedding such as but not limited to, sofas, chairs, mattresses, box springs, chests, vanities, dressers, tables, book cases, etc.

   F. Any material considered hazardous by any local, State or Federal Government or Agency, including but not limited to, petroleum by-products and Freon.

Article III- Pets:
1. All pets must be constrained within the owner’s lot either leashed or fenced in. All pets leashed must be under positive adult control at all times when outside. No pet shall be allowed to be enclosed, caged or tethered to any object outside any building without the person responsible physically present.

2. Unattended or stray animals in the subdivision are subject to being collected by the appropriate animal control entity.

3. Pets shall not be allowed to stray or walk on another owner’s property without his/her permission. No pet is allowed at the beach area or in any lake within the subdivision.

4. Both the lot owner where the pet resides and/or the person responsible for the pet shall be liable for any and all damage or injury caused by the pet.

5. Pooper scoopers are mandatory for all dogs and cats. All animal waste or droppings must be collected immediately and deposited in a closed container within the subdivision for proper disposal.

6. Pets shall not be a nuisance or constitute an annoyance to other persons, including, but not limited to, noises, offensive odors or causing insect pests, etc. The determination of disturbance or nuisance shall be within the sole discretion of the Association. Any pet causing a nuisance or disturbance will be removed by the subdivision upon written notice by the Association.

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Article IV- Lot Appearance & Maintenance:

1. The Association controls the outward appearance of all lots within the subdivision. No changes or any improvement shall be made on a lot, including, but not limited to, its appearance, color, roofing, lighting fixtures, doors, or windows without prior approval of the Association through the architectural committee.

2. Decorations during recognized holiday seasons such as Christmas, Easter and Halloween are allowed so long as these decorations are removed within fourteen (14) days after the holiday.

3. No items of clothing, wearing apparel, towels or other linens shall be hung in public view on a lot.

4. No items other than bicycles, a cooking grill, lawn furniture, approved figurines and other items described elsewhere in these restrictions shall be allowed to remain outside
in the rear of a lot; the rear of the lot includes any portion of the back porch, upper deck and patio that is visible to the public.

5. No items are allowed on the side of a lot except two roadside garbage containers, when storing them in the rear of the home is not possible.

6. A barbecue or cooking grill shall be allowed only in front while being used. The stored in the rear of home while not in use.

7. No children’s toys shall be stored in the front of a lot and may only be allowed in the front of a lot when the children are present and using the toys. Road side use of basketball goals is prohibited, goals must be located no less than ½ way up the driveway, otherwise, must be located in the back yard.

8. All maintenance of lots shall be the responsibility of the owner.

9. All parts of the subdivision shall be kept in a clean and sanitary condition, and no trash, garbage, rubbish, refuse or debris such as but not limited to empty boxes, dead plants, empty pots etc. shall be allowed to accumulate outside on a lot.

10. No condition shall exist or be allowed on a lot that could constitute a fire hazard.

11. No attached or unattached storage containers are allowed without the approval of the Association.

12. In order to avoid damaging any underground utilities, no digging in excess of ten (10) inches in depth will be permitted without approval of Association.

13. Owners shall maintain sufficient shrubbery so as to comply with the minimum landscaping requirements as shown on “Typical Landscaping Plan” on file with the Association.

14. All clothes lines and playground type equipment shall be located only in the rear yard of the lot.

15. Any television or radio antennas and satellite dishes shall be located only in the rear yard of the lot, and within 15 feet of the rear of the home, unless prior permission from the Association is obtained.

16. It being the intention to provide and maintain storm water drainage, where lots border on or contain drainage ditches, ponds, lakes, canals, swales or drain culverts, the owner of said lot shall keep that area maintained regularly. No lot owner shall disturb the contour of drainage ditches or swales, without prior permission from the Association.
Any driveway across any drainage ditches or swales shall be constructed so as not to impede the flow of storm water.

17. In the interest of keeping the natural beauty of the development, no trees or shrubs shall be removed without approval of the Association which approval shall not be unreasonably withheld. Any grass or shrubs installed on any lot that die shall be replaced by owner.

18. The owner of each lot shall keep lawns mowed regularly, including that area from the lot line to the edge of the street and clear of any unsightly objects. Landscape and flower beds are to be regularly maintained so as not to become overgrown with weeds. Failure to do so within seven (7) days of notice by the Association shall empower the Association to enter owner’s lot to mow the grass, clean up the lot and remove unsightly structures and objects and assess owners for the costs. Such assessment may be enforced in the same manner as the enforcement provisions contained in the Covenant & Restrictions.

19. Lawn ornaments shall be allowed as long as they are placed or displayed in a tasteful manner as not to appear cluttered.

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Article V - Vehicle Operation & Parking:

1. All cars and allowed vehicles shall be parked in an orderly and neat fashion in a designated driveway, carport or garage. Parking of a vehicle in any area within the subdivision not designated for parking is prohibited, parking on any grassy area, regardless of whether it is a common area or privately owned is prohibited. Violators are subject to fines, the removal of the vehicle at the violator’s expense, or both. The speed limit within the subdivision is 20 miles per hr.

2. No parking within the center sections of the cul-de-sacs will be permitted. Any vehicles found to be parked there will be towed at the owner’s expense.

3. Operators of motor vehicles within the subdivision must possess a valid state motor vehicle operator’s permit for the type of vehicle being operated.

4. Unsheltered storage of old and unused stripped, junked vehicles or motor vehicles not in a safe operational condition, and of any other vehicles, machinery, implements, or equipment or personal property of any kind which is no longer safely usable for the purposes for which it was manufactured, is hereby declared to be a nuisance and a danger to public health, safety and welfare, and is prohibited. Vehicles without wheels, or vehicles not currently licensed shall not be kept or permitted on any lot.
5. Any major mechanical or repair work performed on any motor vehicle shall be done only in an enclosed garage or carport so as not to be visible from the street. Otherwise no person shall perform or cause to be performed any routine maintenance and/or repair of vehicles within the subdivision, including, but not limited to, the changing of oil and working on engines, bodies, etc. Emergency repairs are excluded.

6. No privately owned ATV’s, dirt bikes, go-carts or the like are allowed on the common areas or to be ridden within the subdivision. Maintenance vehicles only.

7. All jet skis, ATVs, utility trailers and bicycles shall be parked in an orderly fashion in a carport, garage or in the rear of the property so as not to be visible from the street.

8. No trucks, oversized vehicles, or buses will be permitted. No campers, recreation vehicles or boats shall be parked on any lot unless within an enclosed garage, carport or in the rear of the home so as not to be visible from the street.

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Article VI - Pavilion Park & Lake:

1. The Pavilion Park and Lake Pass shall be with each resident at all times while using those facilities.

2. No Children under 13 years old are allowed to swim in any lake within the subdivision without adult supervision.

3. No fires are allowed on the beach or within the park other than in the brick grill.

4. No glass shall be brought onto the beach, park or pavilion area.

5. All activity in the beach and park & pavilion areas is to cease by sundown unless prior permission from Association is granted.

6. No use of any facilities is allowed by guests of a lot owner without the physical presence of the owner.

7. Reservations for the pavilion must be made in advance. Church, sports league and other similar type functions shall not be held at the pavilion unless a signed release of liability is received by Association prior to reservation conformation.

8. No pets allowed on the beach, in the lake, or in the park & pavilion area. Dogs that are trained in the assistance of the handicap are not considered pets and are exempt.
9. No vehicles are permitted past the fence or hedge line.

10. No jet skis or boats with gasoline motors are allowed on the lake.

11. No unauthorized gathering of nonresidents is allowed.

12. All Park & Pavilion rules must be followed including those not listed here. Failure to comply will result in use privileges being revoked for one year.

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Article VII- Other:

1. The posting of signs, posters or advertisements within the subdivision on any common or privately owned area including fences, building walls, gates or road rights-of-way is prohibited unless approved by the Association, exceptions are, customary name and address sign, or signs advertising the property for sale.

2. Lot owners are responsible for informing their occupants, guests, visitors or tenants of these rules. All owners are requested to report any violations observed to the Board of Directors. Ensuing fines for violations and bills for damage to common areas will be issued to owners pursuant to the Florida Statutes and other documents governing the subdivision.

3. Boats or floating objects of any kind shall not be moored or anchored in canals or waters adjacent to said property in such a manner as to obstruct normal egress and ingress without the written consent of Association, and no rubbish, trash or other objectionable material shall be put in canals or waters.

4. Firearms shall not be discharged on any lot or common areas within the subdivision.

Article VIII- Owners Obligation to Repair:

1. Each owner shall, at his sole cost and expense, repair his residence keeping the same in good and presentable condition.

2. In the event an owner of any lot fails to repair and maintain the premises and improvements situated thereon in a manner consistent with these Rules & Regulations, and the Covenant & Restriction of the Association, after approval by a majority vote of the Board of Directors shall have the right through its agents, servants, and contractors to enter any such lot and repair, maintain and restore the lot and the exterior of all
buildings and improvements located thereon. The Association shall have a lien on such lot for the costs of such repair, maintenance and restoration in addition to reasonable attorney’s fees and shall be entitled to enforce said lien in the same manner as described in Covenant & Restrictions.

**Article VIII - Owners Obligation to Rebuild or Clear Lot:**

If all or any portion of the residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to either (1) repair, rebuild or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty or (2) clear his lot, removing there from all debris and other waste material resulting from fire or other casualty, all within a reasonable time.

**Article X - Effectiveness and Severability:**

The provisions of this instrument shall become effective as of the date adopted by the Board. These Rules supersede and repeal any prior rules relating to the Subdivision, except any covenants and restrictions and/or rules recorded in the Official Records of Bay County, Florida. Invalidation of any provision within these Rules by legal action shall not affect any and all other provisions which shall remain in force.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Sweetwater Village Landowners Association, Inc., in a duly called meeting thereof as of this ________ day of __________________, 2009.

Witnesses:

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Sign  By: Robbi Hodson, President

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Sign  By: Diane J Reid, Secretary/Treasurer

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