

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**FOR**

**SWEETWOOD ESTATES SUBDIVISION**

**COMBINING ORIGINAL 1988 AND 2009 REVISIONS**

**RECITALS:**

A. The purpose of this Declaration is to subject all of Sweetwood Estates Subdivision which is described in Plat Book 34, Page 65,66, Public Records of Brevard County, Florida to the Covenants and Restrictions contained in this document. This document is sometimes referred to as the "Covenants".

B. Declarant declares that Sweetwood Estates Subdivision shall be conveyed and occupied subject to all matters set forth in this document and the plat. These covenants shall run with the title to land and shall be binding upon the Declarant and all parties acquiring any interest in the subdivision after the recording of these Covenants in the public records.

**ARTICLE I**

**MUTUAL BENEFITS AND OBLIGATIONS**

The Covenants contained in this document are for the purpose of protecting the value and desirability of the Subdivision and made for the mutual benefit of each and every owner of a lot in the Subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each lot and its owner. Each owner, his or her family, friends, guest and invitees shall comply with the provisions of these Covenants while present within this Subdivision.

**ARTICLE II**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to Sweetwood Estates Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean Tract A as shown on the Plat of Sweetwood Estates Subdivision which is intended for the common use and benefit of all Owners and which was deeded to the Association at the time of the conveyance of the first lot.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and the dedicated streets.

Section 6. "Dwelling" or "Unit" means a one-family dwelling unit. Dwellings in this subdivision shall be limited to single family units subject to use regulations set forth by the City of Melbourne.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and passes with the title to every lot subject to the following provisions:

- (A) All provisions of this Declaration, any plat of all or any part or parts of the Properties, and the Articles of Incorporation and Bylaws of the Association;
- (B) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area;
- (C) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility that may at some time become part of the Common Property owned by the Association;
- (D) The right of the Association to suspend the voting rights and/or the right to use any recreational facility by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty(60) days for any infraction of its published rules and regulations.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the Common Area, to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Permitted Uses. The Common Area shall be used only for water retention, open space and recreation.

### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be *members*. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

### ARTICLE V

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Sweetwood Estates subdivision and for the improvement and maintenance of the Common Areas and for all amenities constructed thereon. A reserve account shall be established from the year-end net surplus from operations (income less expenses) to provide funding for emergency or catastrophic events. The Board of Directors shall determine the percentage of surplus funds to be dedicated to the reserve account.

Section 3. Annual Assessment. As of January 1 of the year 2006 the annual assessment was \$115.00 per year, per Lot.

- (a) The annual assessment may be increased by the Board of Directors each year not more than five percent (5%) above the assessment for the previous year without a vote of the membership.
- (b) The annual assessment may be increased above five percent (5%) by a vote of two-thirds of members who are attending and voting in Person or by Proxy, at a meeting duly called for this purpose.

Section 4. Special Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the Purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, if any, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are attending and voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Single Dwelling Assessments. In addition to the annual and special assessments authorized above, the Association may levy single unit assessments applicable only to a specific Lot and unit that has failed to meet its maintenance obligations set forth in Article X. The Single Dwelling Assessments shall have the assent of two-thirds (2/3) of the Board of Directors.

Section 8. Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The assessments, at the election of the Board of Directors, may be collected on a monthly, quarterly, annual, or semi-annual basis. The

Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the highest rate allowed by law per annum. The Association may also levy a late payment fee, in addition to interest, up to the highest amount authorized by law. All payments on account shall be applied first to interest, then to late payment fees, attorney's fees, costs, and finally to the unpaid assessments, as allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area of his Lot. A first mortgage, upon request, is entitled to written notification from the Association of any default in the payment of any assessment that is not cured within sixty (60) days.

Section 10. Subordination of the Lien to Mortgages. A lien assessment provided for herein shall be superior to all other liens, except tax liens and the lien of any first mortgage held or insured by an Institutional Mortgagee regardless of the period of amortization. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, 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 Lot from liability for any assessments thereafter becoming due or from the lien thereof. For purposes of this section, Institutional Mortgagee shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, or real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender.

## ARTICLE VI

### ARCHITECTURAL CONTROL

Section 1. Review by Architectural Review Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot unless it is in compliance with the zoning code of the City of Melbourne, Florida, and other applicable regulations and unless and until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Sweetwood Estates Architectural Review Committee hereinafter known as ARC.

Section 2. Procedure for Review. Any Owner needing the approval of the ARC shall deliver an application or request for action to the ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with a floor plan, elevation plan, landscaping plan, site clearing plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument and served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations

for changes to gain approval. In the event the ARC takes no action on the application or request within the thirty (30) day period, then the application or request shall be deemed to be accepted.

Section 3. Composition of Architectural Review Committee. The ARC shall have at least three (3) members who shall be appointed by the Board of Directors. The members appointed to the ARC do not need to be Owners. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, the Board of Directors shall promptly appoint a successor member of the ARC who shall serve at the pleasure of the Board of Directors.

## **ARTICLE VII**

### **EASEMENTS**

Section 1. Landscape Easement. A landscape easement of 15' in width along the easterly 15' of Lots 11 through 26 and which abuts the Florida East Coast Railway right-of-way is designated; said easement to be for the purpose of preservation of existing vegetation and supplemental plantings. The Owner of each of Lots 11 through 26 shall have the right to clear underbrush and maintain the landscape easement, however, any tree having a diameter of 6" or more (measured 4' from the ground level) may not be removed without prior approval of the ARC. All requests for approval of tree removal shall be submitted to the ARC along with a plan showing generally the location of such tree (s).

Section 4. Establishment of Easements. All easements, as provided for in this Article shall be established by one or more of the following methods, to wit:

- (a) By a specific designation of an easement on the recorded plat of the Sweetwood Estates;
- (b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;
- (c) By this Declaration of Covenants and Restrictions or by a separate instrument, said instrument to be subsequently recorded ;

Section 5. Easement Restrictions. Easements for installation and maintenance of existing utilities and drainage facilities are reserved. Within these easements, no structure planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements.

## **ARTICLE VIII**

### **DUTIES OF THE ASSOCIATION REGARDING TAXES, MAINTENANCE, SIGN MAINTENANCE AND STREET LIGHTING**

Section 1. Taxes on Common Property. The Association shall govern, operate, control and manage the Lots and Common Properties pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. The Association shall at all times pay the real property ad valorem taxes on the Common Properties if said taxes are billed to the Association as differentiated from being billed to the Lot Owners. The Association shall also pay any governmental lien on the Common Properties.

Section 2. Maintenance. The Association shall have the obligation and responsibility for hiring of personal to perform maintenance and upkeep of the Common Properties. Areas, including recreational facilities and the duties imposed in that certain Recreational Facilities and Storm Water Maintenance Agreement with the City of Melbourne, dated April 24, 1988, a copy being recorded in O.R. Book 2910, Page 1287 among the public records of Brevard County, Florida.

Section 3. Property Sign Maintenance. Should the Association in its sole discretion decide to construct a sign identifying the community, the Association shall maintain and repair such sign as may be required.

Section 4. Street Lights. The Association shall pay all the costs and expenses for electricity for any street lights installed by the utility company, unless a special lighting district is established for the community.

Section 5. Assessments. Funds for the above stated duties of the Association shall be provided through the regular assessments to Owners set forth in Article V of this Declaration.

#### ARTICLE IX

##### INSURANCE FOR COMMON AREA

Section 1. Standard Risk. The Association shall keep any buildings in the Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof, and all personal property owned by the Association insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Association. Insurance proceeds for improvements in the Common Area and any personal property owned by the Association shall be payable to the Association. In the event of any loss, damage or destruction, the Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area. In the event the cost of such replacement, repair, or rebuilding of improvements on the Common exceeds the insurance proceeds available therefor, or no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners.

Section 2. Public Liability. The Association shall procure and keep in force public liability insurance in the name of the Association against any liability for personal injury or property damage resulting from occurrence in or about the Common Area, in such amounts as the Board of Directors so designates.

Section 3. Policy Requirements. Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and made available for inspection by Owners at any reasonable time. All such insurance policies shall provide that they shall not be cancelable by the insurer without first giving at least ten (10) days prior notice in writing to the Association, and contain a waiver of subrogation by the insurer (s) against the Association, Board, and Owners.

Section 4. VA/FHA Insurance Requirements. Anything contained herein to the contrary notwithstanding, the Association shall maintain such insurance coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or the Federal National Mortgage Association ("FNMA") so long as VA, FHA or FNMA holds a mortgage on or owns any Lot.



Section 5. Other Insurance. In addition, the Board shall have the right to obtain Directors' and Officers' liability insurance, fidelity insurance and other insurance it may deem proper to protect the Association, its members and property. All insurance premiums for such coverage shall be paid for by the Association and assessed as appropriate to all owners.

## ARTICLE X

### GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots in the Property.

Section 2. Residential Use Only. No lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot or Dwelling Unit.

Section 3. Temporary Structures and Use. No building shall be erected, altered, placed or permitted to remain on any Lot other than the Dwelling Units designated for residential use and private garages. No structure of a temporary character, including but not limited to, trailer, house trailer, mobile home, camper, tent, shed, boat, recreational vehicle, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, storage room, either permanently or temporarily unless approved by the ARC. No canvas, pipe or other type of carport shall be placed between the front Lot line and the front building line on any Lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential lots. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time.

Section 4. Signs. No commercial signs, or other signs, shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the ARC or except as maybe required by legal proceedings, it being understood that the ARC will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed four (4) square feet. However, the ARC shall have the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the ARC.

Section 5. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, nor shall anything be done or permitted to exist on any Lot that may be or may become an annoyance or private or public nuisance. No Lot, driveway or Common Area shall be used for the purpose of vehicle repair or maintenance.

Section 6. Antenna and Aerials. Except as authorized by law, unless the ARC has given its prior written approval, no antenna, aerial or satellite receiving dish whose diameter exceeds one (1) meter in diameter shall be placed upon a Unit or within a Lot. The granting by the ARC of its approval in one instance shall not affect the ability of the Committee to withhold its approval in other instances for any reason whatsoever.

Section 7. Pets. No animals, livestock or poultry of any kind, other than common, traditional domesticated house pets (i.e. dogs, cats, fish and caged birds). Shall be kept by an Owner or his family members, guests, invitees or lessees, provided, however, that (a) no animals whatsoever may be kept or maintained for commercial purposes, (b) no animals shall be permitted to remain on any portion of the properties which become an unreasonable nuisance or annoyance to other owners and (c) any animal kept by an Owner shall be kept subject to any rules and regulations which may be promulgated from time to time by the Board. In no event shall dogs be permitted upon the open areas unless under leash. Any Owner who keeps a pet thereby agrees to indemnify the Association

and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of any such pet. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners. All pets shall be registered and inoculated as required by law. The restrictions of this Section shall not apply to a domestic pet trained to assist a sight or hearing impaired or disabled owner or occupant, such as a "seeing-eye dog", provided the owner of such pet registers the same with the Board, and furnishes reasonable evidence of the existence of the disability or the impairment of the pet owner, and the training and certification of the pet. Violation of the provisions of this Section shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine owners or occupants (as provided in any applicable rules and regulations) and/or to require, through order of the Board, any pet to be permanently removed from the Properties. Notwithstanding anything provided in this section to the contrary no vicious breed of animal, including, but not limited to, Staffordshire or Bull Terriers, also known as pit bull dogs, shall be raised, bred, or kept on any Lot. (The term "pit bull" is based upon standards established by the American Kennel Club and the United Kennel Club.) The Board of Directors shall have the authority to determine if a breed of animal is considered "vicious". If the Board determines that any animal, regardless of breed, has exhibited behavior which creates a public or private nuisance, or a potential danger to persons, the Board may order the removal of the animal from the Properties.

Section 8. Visibility in Corner Lots. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

Section 9. Awnings and shutters. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a building unless such awnings, canopies or shutters have been approved by the ARC, which approval shall be based on the aesthetic appearance of the properties.

Section 10. Additions to Units; Fences. No Unit shall be enlarged by any addition or remodeling thereto, including garages, porches, Florida rooms or detached utility buildings without the prior written consent thereto from the ARC. Nor shall any fence be erected or permitted to remain on any Lot without prior written consent thereto from the ARC.

Section 11. Parking of Vehicles. Each Owner has the right to the exclusive use of the parking spaces that are located within that Owners property lines. Any common parking spaces shall be subject to the rules and regulations of the Board of Directors. Lot Owners are prohibited from making major repairs on vehicles on any Lot or adjacent streets. No vehicles may be parked on any grassed area of the Lots. No vehicles that extend beyond the length of the Owners parking spaces may be parked in such spaces. Permission must be obtained in writing from the ARC for the parking of any commercial or recreational vehicles, trailers, boats or campers on any Lot. Parking in the Common Areas shall be regulated by the rules of the Association.

Section 12. Garbage and Litter. No Owner shall sweep or throw from his Unit any dirt or other materials, or litter in any way from the Properties. No articles shall be hung from the windows or doors of the Dwelling Units. No garbage, trash, refuse or rubbish shall be kept on any part of the Properties except in closed containers in a manner prescribed by the rules and regulations of the Association as promulgated by the Board.

Section 13. Resale and Rentals. No Owner may sell or convey his interest in a Lot unless all sums due the Association shall be paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. Any attempt to sell a Lot without such an estoppel certificate shall be deemed to be a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser; provided, however, any deed may be validated by subsequent approval of the Association in the event of a sale without prior approval as herein provided. If all sums shall have been paid, the Association shall deliver such certificate within ten (10) days of its receipt of a written request therefore. If all sums have not been paid the

Association shall mail written notice to that effect within ten (10) days of its receipt of a written request for an estoppel certificate in accordance with this Article. The failure of the Association to timely respond to a written request for an estoppel certificate hereunder shall be deemed an approval of transfer. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining the records and preparing the certificate. Notwithstanding the foregoing, no mortgage given to an Institutional Lender that encumbers any portion of the property shall be invalidated or otherwise impaired by this provision. No Lot may be sold for rental speculation and may not be rented by the Owner for a period of two (2) years after initial purchase. No more than ten (10%) percent of the total Lots (12) may be rented at any given time.

Section 14. Garage Doors. In order to maintain a harmonious and aesthetic appearance, the garage doors affixed to each Dwelling Unit shall remain closed except when in actual use to allow ingress and egress into the garage.

Section 15. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personal with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its rights under this Section shall constitute a special assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any assessment or special assessment.

Section 16. Exterior Maintenance. The Association shall have the right, but not the duty, to provide any exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance for any Lot which in the opinion of the Association detracts from the overall beauty of the Properties due to the failure of the Owner to properly maintain. The Association shall have the right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Dwelling Unit to perform maintenance and failure by the Owner to perform such maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under this Section shall be paid out by the Owner and if the Owner fails to pay, then the Association shall have the right to impose a special assessment against said Owner to pay for the cost of repairs and replacements. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Association. The Association shall have the right to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing repairs and maintenance as provided in the Section, and any such entry by the Association or its agent shall not be deemed a trespass.

Section 17. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit at reasonable hours on any day of the week.

Section 18. Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of eight inches (8") or more (measured four feet (4') from ground level) may not be removed without prior approval of the ARC. All requests for approval of tree removal shall be submitted to the ARC along with a plan showing generally the location of such tree (s).

Section 19. Replacement of Trees Anyone violating the provisions of Section 18 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the Association. If the Owner fails or refuses to replace the trees as demanded, the Association may cause suitable replacements to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the Association, its agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Sections 15, 16, 17, 18 and 19.

Section 20. Clothes Lines. The installation and use of clothes lines in the yards of the Lots shall be subject to review and approval of the ARC.

## ARTICLE XI

### GENERAL PROVISIONS

Section 1. Restrictions Uniform. These restrictions and covenants are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance whether or not specific mention of the restrictions is made in such deeds or other instruments of conveyance. The Owner or occupant of each and every Lot or parcel of land in the subdivision, by acceptance of the title thereto or by taking of land in the subdivision thereby covenants and agrees for himself/herself, his/her heirs, executors, administrators, successors and assigns, that he/she will comply with and abide by each of the restrictions contained in this Declaration of Restrictions and that he/she will exert his/her best efforts to keep and maintain the land in this subdivision as an area of high standard.

Section 2. Enforcement. The Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the Association or any Owner shall seek to enforce the provisions of this Declaration, then said party shall be entitled to collect its fees, fines, and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal.

Section 3. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the vote of two-thirds (2/3rds) of those lots represented by the Owners attending, in person or by proxy, a duly conveyed membership meeting, or by an instrument signed by the Owners of two-thirds (2/3) or more of the Lots.

Section 5. Covenants Against Partition and Separate Transfer of Membership Rights. Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Area and the improvements made thereto, and that it is in the interests of all of the Owners that the right to the use and enjoyment of the Common Area be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek Partition or severance of such right to the use and enjoyment of the Common Area. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Area appurtenant to such Lot, subject to reasonable rules and regulations promulgated by the Declarant or the Association or the ARC for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

Section 6. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, pursuant to the following procedures:

- (a) Notice. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee of at least three (3) Members appointed by the Board of Directors ("Enforcement Committee") at which time the Owner may present reasons why penalties should not be imposed. At least fourteen (14) days notice of such meeting shall be given.
- (b) Hearing. The alleged non-compliance shall be presented to the Enforcement Committee, after which the Enforcement Committee shall hear reasons why penalties should or should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Board of Directors and the Owner by not later than twenty-one (21) days after the Board of Directors' meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses. If the Enforcement Committee, by majority vote, does not approve a proposed fine, it may not be imposed by the Board of Directors. The Board shall appoint three (3) impartial Members to the Enforcement Committee who are not officers, directors or employees of the Association, or the spouse, parent, child, or sibling of an officer, director or employee.
- (c) Fines. Except to the extent prohibited by law, the Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments to collect such fines against the Lot owned by the Owner as follows:
  - I First non-compliance or violation. A fine not in excess of the maximum authorized by law (currently one-hundred dollars per day up to a maximum of one-thousand dollars for each day of a continuing violation);
  - li Second non compliance or violation. A fine not in excess of the maximum authorized by law (currently one-hundred dollars per day up to a maximum of one-thousand dollars for each day of continuing violation).
- (d) Payment of Fines. Fines shall be paid not later than ten (10) days after notice of the imposition or assessment of the fines.
- (e) Collection of Fines. Fines may be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.
- (f) Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors, subject always to the provisions of this Declaration.
- (g) Non-Exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

( OVER )

This Instrument Prepared By:  
C. JOHN CHRISTENSEN, ESQ.  
Becker & Poliakoff, P.A.  
2500 Maitland Center Parkway, Suite 209  
Maitland, FL 3275

Executed this 3 day of MARCH 2010.

Signed, sealed and delivered  
in the presence of witnesses:

SWEETWOOD ESTATES  
HOMEOWNERS ASSOCIATION, INC.

[Signature]  
Print Israel Rexach

By: [Signature]  
Print Esther Rexach  
President

[Signature]  
Print Lois Cancel

Address 1679 Sweetwood Drive  
Melbourne, FL 32935

ATTEST:

JAMES B. STUART

[Signature]  
Print Israel Rexach

By: [Signature]  
Secretary/Treas

[Signature]  
Print Lois Cancel

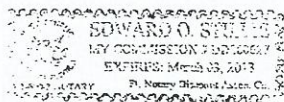
Address 3053 Sweet Oak Dr.  
Melbourne, FL 32935

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF BREVARD )

BEFORE ME, the undersigned authority, personally appeared ABOVE and ABOVE, to me personally known to be the President and Secretary, respectively, of SWEETWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., or having produced PERSONAL FRIENDS as identification and ~~did~~ did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 3 day of MARCH, 2010.



[Signature]  
Notary Public, State of Florida at Large.  
Printed Name: EDWARD O. STILLIE  
My commission expires:

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