

PREAMBLE

SWEETWATER EAST INVESTMENT COMPANY

d/b/a LAKE HENRY ESTATES

BOARD OF DIRECTORS

In order to create a harmonious environment in which all residents, guests and visitors may enjoy a tranquil existence certain rules and restrictions are prescribed in the Deed of Restrictions.

Sweetwater East Investment Company d/b/a Lake Henry Estates Board of Directors are charged with the authority to interpret, enforce and amend the document from time to time as required by local, state, and federal government regulations or as necessary to maintain the integrity of the document.

To that end the following Deed of Restrictions will be in effect until such future amendments are adopted.



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**COMPREHENSIVE AMENDED AND RESTATED DECLARATION OF
 RESTRICTIONS RELATED TO**

SWEETWATER GOLF AND TENNIS CLUB, SECOND ADDITION as recorded in
 Plat Book 90, at Pages 31 and 32, of the Public Records of Polk County, Florida
 and
SWEETWATER GOLF AND TENNIS CLUB, THIRD ADDITION as recorded in
 Plat Book 97, at Page 26 of the Public Records of Polk County, Florida

SWEETWATER EAST INVESTMENT CO. d/b/a LAKE HENRY ESTATES, a Florida corporation, the Manager of all the lands described above, does hereby publish this Comprehensive Amended and Restated Declaration of Restrictions for the purpose of providing a single instrument which incorporates all previous recorded instruments which amend and restate the Declarations of Restrictions for the properties referred to above, as recorded in Official Records Book 2895, at Page 1459, as to Sweetwater Golf and Tennis Club, Second Addition, and in Official Records Book 3347, at Page 2008, as to Sweetwater Golf and Tennis Club, Third Addition, each in the Public Records of Polk County, Florida, as collectively amended by the Supplemental and Amended Declaration of Restrictions, the Corrective Supplemental and Amended Declaration of Restrictions, the Second Supplemental and Amended Declaration of Restrictions, the Third Supplemental and Amended Declaration of Restrictions, the Fourth Supplemental and Amended Declaration of Restrictions, the Fifth Supplemental and Amended Declaration of Restrictions, the Corrected Fourth Supplemental and Amended Declaration of Restrictions, the Corrected Fifth Supplemental and Amended Declaration of Restrictions, the Sixth Supplemental and Amended Declaration of Restrictions, the Seventh Supplemental and Amended Declaration of Restrictions, the Eighth Supplemental and Amended Declaration of Restrictions and the Ninth Amended and Supplemental Declaration of Restrictions as recorded in Official Records Books 4002, 4165, 5170, 6981, 7095, 7095, 7130, 7131, 8258, 9336, 9679, and 10050, at pages 733, 2217, 1577, 1287, 1552, 1554, 2092, 22, 1157, 1099, 1697, and 535, respectively, in the Public Records of Polk County, Florida (collectively and as further referred to herein as the

**CERTIFICATION ON LAST PAGE
 STACY M. BUTTERFIELD
 CLERK OF THE CIRCUIT COURT**

"Declaration of Restrictions"), and further supplements the said Declaration of Restrictions with additional numbered paragraphs which are not correspondingly numbered in the previously recorded Declarations of Restrictions. This Comprehensive Amended and Restated Declaration includes additional restrictions published in four Amended and Restated Declarations of Restrictions as recorded in Official Records Books 10737 at Page 437, 10744 at Pages 522 and 692, and 11080 at Page 2129, all as recorded in the Public Records of Polk County, Florida. Pursuant to the provisions of Paragraph 9 of each of the Declarations of Restrictions referred to above, and pursuant to Paragraph 10 of each of the four described Amended and Restated Declarations of Restrictions, the Manager does hereby impress on said lands the supplemental covenants, restrictions, reservations, or servitudes as hereinafter set forth:

1. **Definitions:** As used herein the following definitions shall apply:

1.1 **Manager** shall mean and refer to SWEETWATER EAST INVESTMENT CO. d/b/a LAKE HENRY ESTATES, a Florida corporation, its successors and assigns.

1.2 **Sweetwater Utilities** shall mean SWEETWATER EAST INVESTMENT CO. d/b/a LAKE HENRY ESTATES, a Florida corporation, its successors and assigns, which shall provide water and sewer services to the Subdivision and each Lot therein according to the terms set forth below.

1.3 **Subdivisions** shall mean and refer to the Plats described above of SWEETWATER GOLF AND TENNIS CLUB, SECOND ADDITION AND THIRD ADDITION recorded in Plat Book 90, at Pages 31 and 32; and Plat Book 97, at Page 26, respectively, of the Public Records of Polk County, Florida.

1.4 **Lot** shall mean and refer to any plot of land located within the Subdivisions and shown by a numerical designation, but shall *not* include any tract or other area not intended for a Home.

1.5 **Home** shall mean and refer to a detached, single family dwelling unit located upon a Lot.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

1.6 **Owner** shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot within the Subdivisions.

2. **Use of Property:**

All Lots included in the Subdivisions shall be used for single-family residential purposes only, shall not be re-subdivided by an Owner into any smaller area without the written consent of the Manager (which re-subdivision shall not increase or decrease the total number of Lots within the Subdivisions) and shall be subject to the following specific residential and general restrictions contained in this Declaration of Restrictions.

2.1 Each Home shall be of concrete block construction and shall contain modern plumbing facilities, including toilet, bath or shower, and kitchen sink, all of which shall be connected to the sewer and water facilities provided by the Manager. The minimum size Home shall consist of at least Twelve hundred (1,200) square feet of air-conditioned and heated living area, excluding the garage. Only asphalt shingle roofing or roofing materials with a similar appearance shall be utilized on all Homes.

2.2 There shall be only one Home located on each Lot. In order to maintain safety, construction standards, and aesthetic harmony in the Subdivisions, there shall be no construction work performed on any Lot, including, but not without limitation to, additions or extension to a Home during and/or after its original construction, without the express written consent of the Manager. No permanent structure or substantial structural alteration, whether construction, addition, or alteration thereto, including walls and driveways shall be constructed on any Lot until the proposed structure, building plans, specifications, exterior color and finish, survey (showing proposed location of such structure, drives and parking area) and construction schedules shall have been approved in writing by the Manager. In reviewing such plans, the Manager will apply such standards as it shall develop for the benefit of the entire subdivision. In developing standards, the Manager will, at a minimum, require that said structure be complimentary to the design of the single-family residential dwelling on the Lot. However, the Manager in its sole discretion may refuse to approve such plans upon any ground, including purely aesthetic considerations, which it shall, in its sole discretion, determine to be significant to preserve the environment and harmonious development of the subdivision.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

2.3 Each Lot must contain a paved driveway of concrete or pavers and the lawn must be seeded or sodded.

2.4 No outside structures for storage or utility purposes shall be installed, erected or constructed on a Lot.

2.5 Commercial and/or professional activities may not be conducted in a Home or on a Lot without the express written consent of the Manager.

2.6 It shall be the responsibility of the Owners to keep their respective Lots neat and clean and the grass cut and edged at all times. If an owner does not adhere to this regulation, such work may be performed on behalf of the Owner by the Manager and the cost shall be charged to the Owner, which charge, if not paid within 30 days of billing, shall additionally become a lien on said lot upon recording of a Notice of Lien by Manager in the Public Records of Polk County, Florida.

2.7 (a) The Manager has erected in the front yard of each Lot occupied by a Home, a lamp post light with location for the name plate of the Owner attached thereto. The Home Owner shall provide and install the name plate and maintain the lamp post and the lamp post light. The name plate shall be black with white lettering no larger than two (2) inches in size.

2.7(b) No other signs or advertisements, including, without limitation, "For Sale" signs or signs further indicating the identity of the Owner, shall be permitted without the express written consent of the Manager. Political signs, banners or other political advertisements may be displayed inside windows or screened areas one (1) month prior to an election and must be removed within seven (7) days after the election. No political flags are allowed at any time. Only the United States flag, the Florida State flag or official flags of any of the United States armed services are allowed to be flown. Decorative, seasonal and holiday flags are allowed on homes or in the yard.

2.8 No aerials or antenna are permitted in the Subdivisions except those which comply with the adopted rules of the Federal Communications Commission ("FCC") for Over-the-Air-Reception Devices ("OTARD" rules), as amended by the FCC from time to time. No other aerials of any kind are allowed without the express written consent of the Manager.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

2.9 No fence of any kind or nature shall be used to separate one Lot from another without the prior written approval of the Manager. A decorative enclosure may be placed with the express written consent of the Manager. Permission must be secured from the Manager prior to the planting or removal of any trees or other shrubs which may affect the rights of adjacent Lot owners. Any existing fence as of January 1, 2003, that has not been approved by the Manager must be removed when the property is sold.

2.10 Exterior lighting must be shaded so as not to shine directly into neighbor's windows or otherwise create undesirable circumstances. All exterior lighting, including lampposts, shall be maintained by the Owner. The yard lamp will be illuminated from dusk to dawn.

2.11 Manager and Sweetwater Utilities shall have the right to enter upon all Lots at all reasonable times for the purposes of inspecting the use of said Lot and for the purposes of utility maintenance and the cleaning and maintaining of the Lot if not properly maintained by the Owner.

2.12 For security reasons, it is recommended that all Owners notify the Manager when leaving their property for more than fourteen (14) days. Furthermore, it is recommended that the name and contact information for the person with a house key be provided to the Manager.

2.13 Each Owner shall use the Lot in such a manner as to allow the neighbors to enjoy the use of their Lots. Specifically, without limitation, radios, record players, television, computer generated sounds, voices and other sounds are to be kept at a moderate level from 10:00 p.m. to 8:00 a.m.

2.14 Manager shall have the right to control all peddling, soliciting, selling, delivery and vehicular traffic within the Subdivisions. All vehicles, including but not limited to autos, golf carts, bicycles and other modes of transportation shall obey the posted speed limit of fifteen (15) miles per hour (mph) throughout the Subdivisions.

2.14a Lot numbers shall be displayed on each side of the Owner's golf cart with numbers not less than two (2) inches in height and in contrasting color to the color of the golf cart.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

2.15 No recreational vehicles, no trucks rated one (1) ton and over, buses, boats, boats on trailers, trailers, travel trailers, motor homes or any other similar type of vehicle or equipment will be permitted to be parked on any Lot in excess of twenty-four (24) hours. All such vehicles or equipment, if to remain in the Subdivisions, shall be parked in an area designated by the Manager, if available, for storage and shall be subject to a reasonable fee for such storage to be established by the Manager. If storage space is unavailable, vehicles subject to the provisions of this subsection may not remain in the subdivisions.

2.15a No vehicle may be parked on any street or lot in the Subdivisions over night without first obtaining a parking permit from the office and displaying it on the windshield. No RV may be used as a temporary or permanent living quarters within the confines of the community. All such vehicles or equipment if to remain in the Subdivisions shall be parked in an area designated for storage and shall be subject to a reasonable fee for such storage to be established by the Manager.

2.15b No children under 16 years of age may operate a motorized vehicle, including but not limited to golf carts, scooters or similar vehicles, on the cart path or streets of the Subdivisions.

2.16 Unless otherwise approved in writing by the Manager, only two (2) pets, each not to exceed 20 pounds in weight, may be kept by any Owner. All pets must be registered with the Manager at the clubhouse office and the Owner must provide proof of required immunizations and update the registration(s) when any change occurs. At all times, said pet(s), when not within the confines of the Home, shall be restrained by a leash and may be walked on street pavement with no trespassing on any property other than the Owner's. All excrement deposited by any pet shall be immediately removed by the responsible Owner.

2.16b Deleted

2.17 Refuse and recyclable material containers are to be placed for pick up no earlier than the day prior to designated collection day.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

2.18 Manager and the Subdivisions intend that the Subdivisions be deemed "housing for older persons" and therefore qualify for the exemption from "familial" discrimination as provided in 42 U.S.C. §3607, as such section may be amended, and applicable regulations; provided, however that for admission to the Subdivisions as an occupant, a person must be compatible with the other occupants of the Subdivisions, and at least one (1) person in eighty (80%) of the total occupied lots must be 55 years of age or older. All other occupants must be at least 40 years of age or older. The Manager reserves the right to accept an occupant younger than 40 years of age who is a handicapped dependent entitled to a reasonable accommodation pursuant to the Americans with Disabilities Act, and a member of the occupant's immediate family. All persons who desire occupancy within the Subdivisions must provide the Manager with a copy of a birth certificate or such other documents, which if presented to the Social Security Administration, would be acceptable to establish the age of the occupant. Children and adults under the age of 40 years may be permitted to visit the Subdivisions. Such visits may not exceed thirty (30) overnight stays in any twelve (12) month period.

2.19 Reserved.

2.20 Window air-conditioners are strictly prohibited and only central air-conditioning systems are permissible.

2.21 Garage doors on each home shall remain closed except during times of placing or removing a vehicle from such garage and at such other times when the garage is being used for a specific purpose or activity for which it is necessary that the garage door be open.

2.22 If the construction of any Home or any improvement on a Lot is abandoned or unreasonably delayed for any reason, each Owner, by the acceptance of the deed to the Lot, grants to the Manager and its employees and agents the right and license to enter said Lot and to complete the construction of such Home or improvements. All costs and expenses by the Manager to complete such construction, plus a reasonable profit thereon, shall constitute a lien upon said Lot, which lien shall become effective upon the recording of a written statement of lien in the Public Records of Polk County, Florida. The enforcement of said lien shall be in accordance with the laws of the State of Florida applicable to mortgage foreclosure actions and the Owner of said Lot shall, by virtue of having acquired said Lot subject

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

to this Declaration of Restrictions, be deemed to have authorized and contracted for such completion and construction. The lien herein provided for shall be subordinate to any first mortgage lien in favor of an institutional lender.

2.23 Manager shall have the right to adopt such other reasonable rules and regulations covering the utilization of the Lots and the behavior of the Owners in order to maintain the aesthetic, harmonious and tranquil qualities of the Subdivisions, all of which shall apply equally to all of the parties in said Subdivisions. Newly adopted rules and regulations shall take effect within seven (7) days from the sending notice of adoption to the Owners. Any violation of the rules and regulations will subject the Lot to an assessment of Fifty dollars (\$50.00) per day from the date of notification of the infraction to the Owner.

2.24 Homes shall not be rented or leased for less than three (3) months and all rentals, leases, or other tenancies shall be reported to the Manager. Rental of individual rooms is not permitted. All Owners are responsible to notify the Manager of any person occupying the home when the resident/owner is not present. Any violation of this provision shall result in an assessment against the Lot involved in the sum of Fifty dollars (\$50.00) per day from the date the tenancy commences until the date said tenancy is terminated. Any such assessment which if not paid within thirty (30) days of notice of said assessment shall become a lien on the Lot involved in the violation and shall become effective upon recording said lien in the Public Records of Polk County, Florida, and said lien shall have the same priority as provided in paragraph 4.7, of this Declaration of Restrictions.

2.25 All residents must comply with all regulations, rules or other requirements of the Southwest Florida Water Management District and the Florida Department of Environmental Protection.

2.25B Guests, visitors and tenants of any Owner shall comply with the Declaration of Restrictions of the Subdivisions in the same manner as resident Owners. The Owner is responsible for the actions of the Owner's guest(s), visitor(s), tenant(s) or other invitees.

2.26 Hurricane window protections are to be installed no more than 72 hours prior to the forecasted time of a storm's arrival and removed within 72 hours of a storm's passage. Commercially installed protection must be retracted at all times

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

other than those times designated in the foregoing sentence. Violation of this provision shall result in an assessment against the property of Fifty dollars (\$50.00) per day from the date the violation occurs. Any such assessment(s), which if not paid within thirty (30) days of notice of said assessment, shall become a lien on the Lot involved in the violation and shall become effective upon recording said lien in the Public Records of Polk County, Florida, and said lien shall have the same priority and shall be enforced and/or foreclosed as provided in Paragraph 4.7, of this Declaration of Restrictions.

2.26a Homeowners along the golf course, for these residents, the shutters have a dual purpose. They also protect their windows from breakage due to golf balls. Shutters that are commercially installed or resident installed must be in compliance with architectural standards. Shutters that are within these guidelines may be used year round.

2.27 Entrance and exit gates will be closed 24 hours a day/7 days a week (24/7). The Manager may implement and enforce other rules and regulations concerning the operation of the gates.

2.28 Parking adjacent to the Bocce/Tennis courts and between 440 – 441 Sweetwater Way will be by Permit only. Parking on the streets at night will be by Permit for only a 24 hour period. Guest and other Permits will be issued by the Manager through the Office to the Lot they are visiting. There shall be no parking adjacent to the clubhouse. The Manager may implement and enforce other rules and regulations concerning parking within the Subdivisions.

3. EASEMENTS AND RIGHTS-OF-WAY:

3.1 Easements and rights-of-way in favor of the Manager, Sweetwater Utilities and utility companies chosen by the Manager are hereby reserved for the construction, installation and maintenance of utilities such as electric lines, sewer, drainage, water lines, cable television, telephone and telegraph lines or the like necessary or desirable for public health and welfare. Such easements and rights-of-way shall extend over and across every portion of each Lot on which portion a Home, porch or garage/carport is not located.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

3.2 Manager reserves the right to change, extend or close any streets or roads in the Subdivisions or to cut new streets or roads, provided such change or changes shall not interfere with ingress or egress to the property of the Owner or alter the size of any Lot.

3.3 There is hereby created, declared, granted and reserved for the benefit of the Manager and the Owners and their respective employees, agents, invitees, members and guests a non-exclusive easement for ingress and egress, to, from, over and upon all portions of the Subdivisions which are located nearby or adjacent to the golf course for the purpose of allowing golf balls to travel over and into and to come to rest upon and be retrieved from any and all portions of the Subdivisions located nearby or adjacent to the golf course. Inasmuch as it is not uncommon and, indeed, quite usual in the course of the playing of the game of golf for golf balls which are struck during the course of play to be hit beyond and leave the boundaries of the golf course being played and in so doing for such golf balls to travel over and come to rest upon or within properties nearby or adjacent to the golf course, neither the Manager, nor any Owner, nor their respective employees, agents, invitees, members or guests, shall have any liability or responsibility whatsoever for any property damage occasioned by or personal injury to any person, whether an Owner, a member of such Owner's family or any employee, guest or invitees of such Owner, who or which is accidentally or negligently struck by a golf ball which shall travel beyond the boundaries of the golf course. Moreover, the travel, entry within and coming to rest of golf balls over, upon or within any property nearby or adjacent to the golf course shall not be deemed to be or constitute a nuisance or hazard to the health, safety or welfare of the Owner of any property near or adjacent to the golf course and no injunctive relief or damages therefor shall be recoverable by any party or granted by any court; it being expressly agreed by any Owner of property nearby or adjacent to the golf course that the risk of such personal injury or damage to property has been assumed by such Owner on behalf of himself, the members of his family or his employees, guests and other invitees at the time of the acceptance of a deed or other conveyance to his Lot.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

4. SERVICES TO BE PERFORMED BY MANAGER:

4.1(a) Sweetwater Utilities shall provide water and sewer services to the Subdivisions and each Lot within the Subdivisions; provided, however, that in exchange for the payment made by each Owner pursuant to Paragraph 4.2, below, Manager shall be obligated to provide only Eight thousand (8,000) gallons of water each month to each Lot. Water to be supplied is subject to regulation by the State of Florida through its regulatory agencies. The provision of additional water shall result in an additional charge to the Owner at a rate to be established by Sweetwater Utilities. Rate schedules are published and are maintained at the Manager's office.

4.1(b) The Manager shall maintain the area of the Subdivisions owned by the Manager for use by the Owners upon terms and conditions, and at the rates established by the Manager and as set forth herein. Specifically, Manager shall maintain all preservation areas and drainage and retention facilities located within the Subdivisions in accordance with all applicable state and local requirements.

4.1(c) The Manager may provide basic cable service (no premium channels) to each Lot for so long as such cable service is available to the Subdivisions. If premium channels are available, an Owner may contract with the cable service provider, its successors, subsidiaries, or assigns, for such channels upon the payment of additional charges to be established by the cable service provider, its successors, subsidiaries, or assigns.

4.2 Each Owner hereby agrees to pay a monthly assessment or charge against each Lot for the services set forth in Paragraphs 4.4 and 4.5 of the Declaration of Restrictions and any subsequent amendments or supplements thereto. In the event the Owner transfers, assigns, devises, or in any manner conveys its interest in and to the Lot and/or Home, the new Owner shall be obligated to pay the prevalent monthly charge that is then in force and effect for all new Owners of Lots in the Subdivisions. Included, without limitation within the charge or assessment, shall be the cost of maintenance of all roads, utilities, and recreational facilities erected by the Manager or its predecessors, the provision of water and sewer services, and the provision of basic cable services; provided, however, that Manager reserves the right to charge additional fees as set forth above and additional access fees to Owners for their use of the golf course, marina, and storage areas.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

4.3 The monthly assessment or charge set forth in Paragraph 4.2, above, is based on the cost to deliver such services. The Board of Directors, as elected representatives of the Shareholders, will from time to time implement increases in the monthly assessment in amounts sufficient to satisfy the normal operating expenses plus capital expenditures deemed necessary to maintain the community in a solvent (fiscally sound), safe and desirable condition, but not to exceed five percent (5%) at the time of any such increase. At such time that it is determined that no major capital expenditures are required, all outstanding debt has been satisfied, all normal operating expenses are met and a reasonable corporate account balance exists, the Board of Directors may consider a reduction in the monthly maintenance assessment.

4.4 Notwithstanding Paragraph 4.3, above, increased expenses incurred by the Manager or Sweetwater Utilities to deliver the services designated in Section 4.1, above, plus a profit, shall be passed through to the Owners by way of a proportionate increase in the monthly assessments or charges to be paid by Owners or by single lump-sum assessments. Such expenses may include, but are not limited to, increases in ad valorem taxes and assessments upon properties within the Subdivisions owned by Manager or Sweetwater Utilities, governmentally mandated capital improvements, rebuilding, repairs or extra maintenance required by natural or man-made calamities, increased charges by vendors and suppliers of such services to Manager, and increases with respect to the delivery of utility services approved by the Florida Public Service Commission or successor rate supervisor. With respect to any increases referred to herein, Manager and Sweetwater Utilities shall maintain with respect to the total monthly charge a profit margin consistent with profits being realized by managers and owners of similar subdivisions. Such expenses may be passed on at any time to the Owners and shall be due when charged or assessed.

4.5 Each Owner agrees that as additional facilities and/or services are requested by the Owners, and the erection of such additional facilities and/or implementation of such additional services is agreed to by the Manager, in its sole discretion, that upon a vote of 2/3 of the Owners approving such additional facilities and/or services and commensurate charges therefor, that the monthly assessment provided for by Paragraph 4.2, above, shall be increased accordingly.

4.6 The monthly charges for services described in Paragraphs 4.1 and 4.2, above, as well as for other services provided by the Manager and/or Sweetwater

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Utilities, shall be due and payable monthly on the first day of each month and said charges will continue from month to month whether or not said Lot is vacant or occupied. Effective January 1, 1998, there will be a late fee of five percent (5%) added to any amounts in arrears in excess of five (5) business days.

4.7 Owner does hereby give and grant unto the Manager and Sweetwater Utilities a continuing lien in the nature of a mortgage upon the Lot of the Owner, prior to all other liens and encumbrances. This lien shall secure the payment of all monies due the Manager and Sweetwater Utilities hereunder and may be foreclosed in the manner provided for the foreclosures of mortgages. In any such action or other action to enforce the provisions of this lien, including appeals, the Manager and Sweetwater Utilities shall be entitled to recover reasonable attorney's fees, abstract bills, court costs and all other expenses of litigation.

4.8 Purchasers of Lots, by the acceptance of their deed, together with their heirs, successors and assigns, agree to take title subject to and be bound by this Declaration of Restrictions and all subsequent amendments or supplements thereto, and to pay the charges set forth in this Paragraph 4; and said acceptance of such deed shall further indicate approval of said charges, and permitted increases thereof, as being reasonable and fair, taking in to consideration the nature of the Subdivisions and all other benefits to be derived by the Owners as provided for herein.

4.9 Purchasers of Lots further agree and acknowledge, by the acceptance of their deeds, and the payment of the purchase price therefor, that said purchase price was solely for the purchase of said Lot or Lots, and that said purchasers, their heirs, successors and assigns, shall not have any right, title or claim or interest in and to the roads, utilities, recreational areas and facilities contained therein or appurtenant thereto, by reason of the purchase of the respective Lots, it being specifically agreed that Manager, its successors and assigns, are the sole and exclusive owners of said facilities.

4.10 Manager and Sweetwater Utilities reserve the right to enter into Management Agreements with any person, firm or corporation to maintain and operate the streets, utilities and other portions of the Subdivisions which the Manager and Sweetwater Utilities have an obligation to maintain, and for the operation and maintenance of the recreational facilities. Manager and Sweetwater Utilities agree, however, that any such contractual agreements between the Manager and

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Sweetwater Utilities and a third party shall be subject to all of the terms, covenants and conditions of this Declaration of Restrictions. Upon the execution of such a Management Agreement, Manager and Sweetwater Utilities shall be relieved of all further liability hereunder for the actions of the person, firm or corporation assuming the operational duties set forth in the Management Agreement.

4.11 Purchasers of Lots, subsequent to the date of filing of this document, further agree and acknowledge that it is mandatory to be a member of the Corporation that serves this community subject to the dues, assessments, requirements, and regulations involved therein. At the time of filing this Declaration of Restrictions, several Owners of Lots within the Subdivisions have become owners of shares of the corporation which is the Manager of the Subdivisions. Subsequent to the filing of this Declaration of Restrictions, purchasers of Lots owned by Manager, or other parties who became Owners of any Lots in the Subdivisions by any transfer of ownership, shall become shareholders of the corporation which is the Manager. The minimum investment in the corporation shall be as established by the corporation.

4.12 The Manager shall not employ a resident of the Subdivisions as a paid employee.

4.13 All notices or correspondence to the Owners from the Manager will be addressed for delivery to the address of the Owner's Lot(s).

5. **SALE OF PROPERTY:**

5.1 Prior to the sale of any Lot, the prospective buyer shall be given a copy of the Declaration of Restrictions, as amended from time to time. Purchasers of Lot(s) must provide to the Manager a signed acknowledgment of receipt of this Declaration of Restrictions and the other governing documents of the Subdivisions. The purchaser must also provide to the Manager proof of age relating to "housing for older persons" for purposes of compliance with Paragraph 2.18 hereof.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

6. **ENFORCEMENT:**

If any Owner or persons in possession of a Lot or Lots shall violate, or attempt to violate, any of the covenants, conditions and reservations herein, it shall be lawful for the Manager, in its sole discretion, to prosecute any proceedings at law or in equity against any such person or persons violating or attempting to violate any such covenants, conditions or reservations, either to prevent him or them from so doing or to recover damages or any proper charges for such violation. Costs of such proceedings, including reasonable attorney's fees, shall be paid by the party losing said suit.

6.2 If any Owner or person(s) in possession of a Lot or Lots shall violate or attempt to violate any of the covenants, conditions and reservations herein, the Manager shall have the authority to assess a fine or fines against the Owner in an amount not to exceed Fifty US Dollars (\$50.00) per day commencing ten (10) days after notice of the violation is provided to the Owner by Certified Mail from the Manager in the event the violation is not terminated or corrected by the violator within the ten (10) day notice period. The total fine may not exceed Five Thousand US Dollars (\$5,000.00). Any fine assessed pursuant to the provisions of this paragraph which is not paid within thirty (30) days may become a lien which attaches to the Owner's Lot. Any Lien filed in accordance with the provisions of this paragraph shall have the same priority and the same remedy for enforcement provided for in paragraph 4.7, above. The provisions of this paragraph shall not serve to revise any other enumerated provisions of this Declaration of Restrictions concerning their violation. The Manager may, at its option, elect any enforcement method set forth in these Covenants.

7. **INVALIDITY CLAUSE:**

Invalidation of any of these Covenants by a court of competent jurisdiction shall in no way affect any of the other Covenants, which shall remain in full force and effect.

8. **ADDITIONAL PROPERTIES:**

By the recording in the Public Records of Polk County, Florida, of an additional Declaration or Declarations, the Manager is permitted to subject additional property

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

or properties, either contiguous to or not contiguous to the Subdivisions, to covenants, restrictions, reservations and servitudes identical or similar to this Declaration of Restrictions and may integrate additional properties into the Subdivisions for any or all purposes hereunder. Specifically, and without limitation, Manager may provide the owners located within such additional properties with access to recreational areas and facilities, clubhouses, golf courses, marinas or other facilities located within the Subdivisions, upon the same terms and conditions that the Owners have access to such facilities.

9. LAKE FRONT PROPERTIES

Under the restriction of the Conservation Easement No. OGC 96-3262 that was agreed upon November 18, 1996 and recorded November 17, 1997 and transferred in kind to Sweetwater East Investment Company dba Lake Henry Estates upon the purchase of said property on December 4, 1997

9a.1 There shall be no new construction or additions to private docks on any Lake front properties. Only docks in place prior to the November 18, 1996 can remain in place with repairs not to exceed the original foot print of the existing dock.

9a.2 There shall be NO Storage of any type in the Conservation Easement

9a.3 There shall be NO Planting of any kind permitted in the Conservation Easement.

9. DURATION: AMENDMENT:

The foregoing Comprehensive Amended and Restated Declaration of Restrictions is for the purpose of supplementing, amending, or clarifying the original Declarations of Restrictions as previously recorded and as amended, and shall not amend the said previously recorded Declarations of Restrictions or other Amendments thereto governing the Subdivisions other than as set forth herein. The Manager retains the same rights concerning Amendments as set forth in the previously recorded Declarations of Restrictions and Amendments thereto governing the Subdivisions. The Manager may amend this Amended and Restated Declaration of Restrictions for the purposes of establishing such further restrictions or changing

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

existing restrictions as it deems necessary to carry out the spirit and intent of these restrictive covenants. The covenants, restrictions, reservations and servitudes set forth above shall run with the land and bind all Owners of property within the Subdivisions. Subsequent amendments shall be in the form of Supplemental and Amended Declarations similar in form to those utilized in the initial nine amendments and supplements to the Declarations.

John K Balta
Witness (print)

Rocco F. Guarino Sr.
Rocco F. Guarino Sr., President
Sweetwater East investment Co.
d/b/a Lake Henry Estates
684 Dyson Road
Haines City, FL 33844

[Signature]
Witness (print) Sekirah Davis

STATE OF FLORIDA
COUNTY OF POLK

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by means of a physical presence or online notification this 22nd day of March 2022, by Rocco F. Guarino Sr., as President and on behalf of Sweetwater East Investment Co., d/b/a Lake Henry Estates, who is personally known to me or who has produced Florida Driver License as identification.



AUSTIN PARKER
Notary Public
State of Florida
Comm# HH178670
Expires 12/14/2025

[Signature]
Notary Public



STATE OF FLORIDA, COUNTY OF POLK
This is to certify that the foregoing is a true and correct copy of the document now of record in this office. Witness my hand and Official Seal on 3/22/22
This copy has been reviewed, and if required by law, redacted.
STACY M. BUTTERFIELD, CLERK CIRCUIT COURT
By [Signature] D.C.

