

Sweetwater Subdivision Deed Restrictions (including Amendments)

1. The herein described lots and every piece, part, and parcel thereof in Sweetwater Subdivision shall be used for single family purposes only.
2. The word "plot", wherever used herein, shall mean the entire piece of land on which a residence is situated, or is to be situated, be it one lot, more than one lot, parts of more than one lot or less than one lot which meet or meets the plot size requirements of these restrictions.
3. Each one story house shall contain at least two thousand (2,000) square feet. Each two story house shall contain at least two thousand five hundred (2,500) square feet. Each one-and-a-half story house shall contain at least one thousand seven hundred (1,700) square feet in the first floor and seven hundred (700) square feet in the second floor. When computing the size of a house, the area included in the open porch and garage areas shall not be included, and the aforesaid square foot requirements pertain to enclosed living area only, including exterior walls of the house. Each house shall have a garage for not less than two automobiles with a total of at least five hundred (500) square feet including utility or storage areas. Total off street parking spaces plus garage spaces must equal the vehicles owned so that no on street parking will be required.
4. A house or garage on a water lot may not be closer than 25 feet to the rear plot line.
5. Covered walks, utility, and storage rooms, which are a part of a garage are subject to the foregoing setback requirements for garages, as are outbuildings, including but not limited to glass houses and screen enclosures with screen roofs, with the further requirement that outbuildings shall be located only in the rear yard. Screen or glassed-in porches are subject to the foregoing set-back requirements for houses.
6. Pools with screen enclosures may extend to within 20 feet of the rear plot line.
7. No carport shall be allowed.
8. Garages may be in the front or side yard and if so are subject to the same set-back requirements as the house proper. All garages must have a suitable working device which will enable the automobile operator to open and close the garage door conveniently without leaving the automobile.
9. No fence wall of any type shall be erected on any lot or building plot unless such fence wall is approved by SCPOA, or its assigns, said approval to be secured in writing prior to erection and following submission to SCPOA, of drawing or written description which fully describes said fence or fence wall and its location.
10. Fence walls parallel and close to streets will be required to meet aesthetic standards as established by SCPOA. Properly designed wrought iron fences will be approved. Steel fences of a chain link type will not be approved. Wood fences will be approved only if of high quality construction and design.
11. All air conditioner compressors shall be screened with shrubbery so as to be wholly or substantially not visible from a street or any other plot.
12. Roofs may be tile or asphalt shingle, as long as the materials used are at least 30-year material, and then only with the written approval of SCPOA. Tile is encouraged.
13. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, and similar structures or installations, shall be placed under the surface of the ground or in walled-in areas so as to not be visible from a street or any other plot. No clothesline, permanent or portable, shall be placed so as to be visible from the street or from adjacent or nearby plots.
14. There shall be no mobile homes, buses, unregistered or inoperative vehicles stored or kept on the property.
15. There shall be no boat trailers, utility trailers, motor homes or campers stored or kept on the property for more than three (3) days without prior SCPOA approval, except inside a

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- garage with closed doors. Every effort should be made by the homeowner to not block the sidewalks or hamper the smooth flow of traffic on the roadways.
16. No boat houses shall extend or be located wholly or partially over the water. No boats shall be kept out of the water, either on or off a trailer, except in a garage or especially constructed, enclosed structure, which is approved by SCPOA. Provided, however, boats having an overall length of less than twenty-eight (28) feet may be kept suspended from davits, which have been constructed in accordance with the terms of written approval obtained from SCPOA.
 17. Docks must be approved in writing by SCPOA, and shall be built to include the following requirements:
 - a. Docks shall not extend more than twenty (20) feet from the seawall.
 - b. The length of docks shall not exceed thirty (30) feet or twenty percent (20%) of the lot width at the seawall, whichever is smaller.
 - c. Fender boards shall be at least eight (8) feet apart and shall not exceed two (2) feet in height above the seawall.
 - d. No more than two (2) tie pilings will be allowed, each of which shall not exceed two (2) feet in height above the top of the seawall, and shall have one inch by two inch (1 x 2) battens not farther than two (2) inches apart around the entire perimeter from the top of the piling to mean low water level.
 - e. No unsightly fender material, such as automobile tires, may be used.
 18. The erection of a new house, or the repair of any house or structure damaged by fire or otherwise, on any lot or plot, shall be completed without reasonable delay, and should the owner leave such house or structure in an incomplete condition for a period of more than six (6) months, then SCPOA is authorized and empowered at its discretion either to tear down and clean from the premises said house or structure which is incomplete or in need of repair, or to complete or repair it in a manner deemed proper in the discretion of SCPOA, and, in either event, the expense so incurred by SCPOA, shall be a lien against such plot, enforceable in the same manner as a mortgage or lien.
 19. No sign of any kind shall be displayed on any lot or plot except a sign advertising said plot for sale or lease. Signs advertising a plot for sale or lease shall be displayed no higher than twenty-four (24) inches from the ground. Such signs shall not be greater than twelve (12) inches in height or eighteen (18) inches in width and shall have no more than two sides. Such signs shall be a one-half (1/2) inch MDO sign painted front and back and mounted on one 2 inch by 4 inch (2X4) post. The background of the sign and the post shall be painted Ronan Dark Green. Other features of such signs may be determined by the Board of Directors from time to time.

There shall not be more than two signs on any plot with one sign permitted in front of and one sign behind the principle structure. The placement of such signs shall be not less than twenty two (22) feet from the edge of the street or sea wall abutting the plot. The permitted text on the sign includes: (a) the words "For Sale" or "For Lease", (b) the name of a real estate broker or the name of the owner or the words "By Owner", (c) the name of a real estate company, and (d) a single telephone number or email address.

The Board of Directors shall have the right to remove a sign which does not comply with the foregoing requirements three days following written notice to an Owner of the failure to comply with this restriction.

20. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or plot, except that dogs and cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose and are leashed or within walled areas at all times.

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21. Each waterfront lot owner shall be responsible for maintenance of the adjacent sea wall.
22. No noxious or offensive trade or activity shall occur upon or incident to any plot, nor shall anything be done thereon which is an annoyance or nuisance.
23. No existing structure shall be moved onto any lot or plot except for tool houses which are used by the house building contractor and which shall be removed after completion or improvements.
24. No structure or shelter of any type of a temporary nature or character shall be used as a residence.
25. No television or radio antenna of any kind shall be located on a house, or on any other location on a building plot, where said antenna may be seen from the street or adjacent lots unless the placing of said antenna has been approved in writing by SCPOA.
26. Each plot with a house thereon shall have a sprinkler system which provides coverage for ground areas on said plot and adjacent city parkways. Each plot shall be sodded with an appropriate grass in the front, side and rear yard. Each plot shall be attractively landscaped with approval of the design by SCPOA. Hedges, shrubbery, or trees within twenty (20) feet of a waterfront boundary must not be of such height or density as to unreasonably obstruct the view of the water from adjacent plots.
27. All houses and all outbuildings such as garages, utility rooms, swimming pools, screen enclosures, bathhouses, etc. or additions thereto must be built to plans which have the written approval of SCPOA, prior to commencement or construction and which meet all requirements contained in these restrictions. SCPOA may, at its discretion, and solely on the basis of its aesthetic standards for SWEETWATER SUBDIVISION, withhold approval of such a plan which meets all of the requirements contained in these restrictions. Any requirement elsewhere in these restrictions, including any requirement for written approval by SCPOA of a particular aspect of construction or design, shall not detract in any way, by implication or otherwise, from the requirement of this paragraph that all plans, as aforesaid, shall be approved in writing by SCPOA. Further, all such plans shall be properly drawn and shall contain specific details of all features, such as eave, cornice, entrance frame and moldings, which affect the exterior appearance of said house or outbuilding and shall be submitted to SCPOA at least fourteen (14) days prior to commencement of construction. Any deviation, however minor, from said plans which would affect the location or exterior appearance of a house or outbuilding, or which would prevent the house or outbuilding from meeting all requirements of these restrictions, shall nullify previously given approval.
28. Architectural control and rights of architectural or structural approval specified hereinabove and elsewhere in these restrictions shall be exercisable and enforceable by, and shall become the right and responsibility of SCPOA.
29. The owner of each plot shall pay to SCPOA, a Florida corporation, at Tampa, Florida, a fee of Six Hundred and 00/100 Dollars (\$600.00) per year, payable on the first day of January of each year. Said fee shall be used by SCPOA as specified in the By-Laws of said corporation. Said fee may be changed only by two-thirds (2/3) vote of the members present in person or by proxy at a duly-called and noticed meeting of the Association members at which a quorum is present. A quorum shall consist of fifty-one percent (51%) of the voting membership of the Association either in person or represented by proxy.
30. Any such fee remaining unpaid by any such plot owner for a period of thirty (30) days following the date payable as specified hereinabove, shall thereafter bear interest at the rate of nine percent (9%) per annum, and shall become, and be a lien against said plot, the amount of said lien to include said interest and all costs of recordation, collection, and enforcement of said lien, including reasonable attorney's fees. The Board of Directors of SCPOA may at any time after such fee of assessment has become a lien,

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as aforesaid, record in the public records of Hillsborough County Florida, a Notice of Lien, which shall state the amount and description of said lien, name of delinquent plot owner, and description of the property of said owner affected by said lien, said Notice to be signed by an officer of SCPOA. Upon satisfaction of said lien, said corporation shall provide said owner with written notice that said lien has been satisfied, said notice of satisfaction of lien to be signed by an officer of said corporation. Said lien may be enforced and foreclosed upon as and in the same manner as is provided for the foreclosure of a real estate mortgage under Florida law.

31. Each lien established by these Restrictions shall be subordinate to a bona fide mortgage which has been given in good faith and for value by any owner against whose property in Sweetwater said lien attaches as aforesaid if such mortgage has been recorded prior to recordation of the Notice of Lien referred to hereinabove.
32. Each plot with a house thereon, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris, unsightly growth, and any fire hazard. In the event any plot owner shall fail, neglect, or omit to trim or maintain any hedge at the street line, or fail to keep clean and maintained any lot in the manner hereinabove specified for more than ten (10) days after having been given written notification to do so by SCPOA, addressed via Registered or Certified Mail to such owner at his last known address, SCPOA may enter upon such plot for the purpose of remedying said defects and failures stated in such said notice, and the expense of so remedying said defects shall be charged to the owner of such plot and become a lien upon such plot, collectable and enforceable in the same manner as other charges or liens as hereinabove provided.
33. All service entrance installations served by the underground electrical distribution system shall be installed underground and maintained in accordance with specifications of the Tampa Electric Company for such installation.
34. These restrictions may be enforced by SCPOA, and by any person or corporation otherwise entitled by law to enforce same.
35. All the restrictive covenants, conditions, limitations, and other provisions or any part of same, shall be and remain in force and effect until December 31, 2027, after which time all provisions of this Declaration shall be automatically renewed for successive periods of 10 years unless the owners of all lots in the Sweetwater Creek development, upon the affirmative vote of owners of at least 80% of all lots, decide, within 6 months of such renewal date, not to renew the provisions of this Declaration, and a certificate executed by the President or the Vice-President and Secretary of the Association certifying to such vote is recorded in the public records of Hillsborough County, Florida.
36. In the event anyone or more of the above restrictive covenants, conditions, limitations, or other provisions, or any part of same, shall at any time be held to be invalid by a court of competent jurisdiction, then said remaining covenants, conditions, limitations, and provisions shall be and remain as valid as if the invalid covenant, condition, limitation, provision or part has never been entered into or been made a part of these restrictions. The words Sweetwater Creek Property Owners' Association, Inc. (SCPOA), wherever used herein, shall include the respective assigns of said association.
37. Unless otherwise provided herein, any amendment to these deed restrictions shall require a two-thirds (2/3) affirmative vote of the members of the Association governed by these deed restrictions who are present in person or by proxy at a duly-called and noticed meeting of the Association members at which a quorum of the Association members subject to these deed restrictions is present. A quorum shall consist of fifty-one percent (51%) of the voting membership of the Association subject to these deed restrictions who are present either in person or by proxy.
38. SCPOA approval, where required by these restrictions, can be requested by submitting a properly completed "Project Approval Form" to any Board member.

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SCPOA – Sweetwater Creek Property Owners Association, Inc.

Prepared by Roy Conner

July 21, 2004

Based on all Deed Restrictions and Amendments as of this date