

FILED AND RECORDED
DATE 04/09/1998 TM 16:42
BRENT X. THURMOND CLERK
CO:WAKULLA ST:FL

DECLARATION OF RESTRICTIVE
COVENANTS OF SWEETWATER RIDGE

BEN C. BOYNTON, the owner of that certain land in Wakulla County, Florida described in Exhibit "A" attached hereto and made a part hereof, by this instrument does make, declare and impose upon the lands described in Exhibit "A" for the benefit of all present and future owners of the land, the following conditions, restrictions, and limitations which shall be covenants running with the land, binding upon the owner, its successors and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns.

ARTICLE I: DEFINITIONS

Section 1. "Declarant" shall mean and refer to BEN C. BOYNTON.

Section 2. "Association" shall mean and refer to SWEETWATER RIDGE PROPERTY OWNERS ASSOCIATION, a Florida corporation not for profit, to be formed to administer these covenants.

Section 3. "Easement" shall mean the land described in the Declaration of Easement recorded in any Official Records Book _____, Page _____ of the Public Records of Wakulla County, Florida.

Section 4. "Lot" shall mean any parcel of land contained in the property described in Exhibit "A" and sold by the Declarant to any one individual or groups of individuals.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep roads and drainage and other related improvements in good repair, normal wear and tear excepted.

Section 6. "Member" shall mean every person or entity that holds membership in the Association.

Section 7. "Subdivision" shall mean the property described in Exhibit "A" to be known as SWEETWATER RIDGE.

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Section 8. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of legal or beneficial interest in a lot and shall include purchasers under contracts for deed but not include those holding title as security for the performance of an obligation.

Section 9. "Unit" is an arbitrary designation for annual and special assessment purposes and to determine voting rights. A unit is 5.01 +/- acres which is the minimum allowed by these restrictions for home sites. There are thirty (30) units in Sweetwater Ridge Subdivision.

ARTICLE II: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership: Any person who owns property that is subject to these restrictions shall automatically be a member of the Association provided, however, that where any lot is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all the owners of the lot.

In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

Section 2. Voting Rights: The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A members shall be all owners with the exception of Declarant, and shall be entitled to one (1) vote for each unit of property owned.

"Class B" - The Class B member shall be the Declarant, who shall be entitled to exercise two (2) votes for each unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE III: ASSESSMENTS

Section 1. Liens and Personal Obligation of Assessments: Each owner of a lot by acceptance of his deed for such lot, whether or not it is expressed in his deed, agrees to pay the assessments as provided in this article.

Section 2. Annual Assessments: Annual assessments shall be paid by each lot owner to the Association. The assessment for the year 1998 shall be Twenty-Five Dollars and No Cents (\$25.00) for each unit assessed to an owner. After 1998, the annual assessment may be increased by vote of the Association, not to exceed ten percent (10%) over the assessment of the previous year.

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Section 3. Special Assessment for the Road Maintenance: In addition to the annual assessments, the Association may have a special assessment in any year for the purpose of defraying in whole or part, the cost of maintenance or repair of the roads in the subdivision. Any such assessment must be approved by the majority vote of the membership of the Association. Each owner shall be assessed a percentage of the maintenance costs. The percentage of the cost allocated to each owner shall be determined by the number of units assessed to each owner. Should Wakulla County accept the road and incorporate it into its road maintenance department then this Section will be null and void.

Section 4. Effects of Nonpayment of Assessments and remedies of the Association: Any assessment not paid within sixty (60) days after the due date, shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessments provided for herein by abandonment of his lot.

Section 5. Subordination of Assessment Lien Mortgagors: The assessment lien provided for herein shall be subordinate to the lien of the first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the assessments lien as to payments which become due prior to such sale or transfer. No sale or transfer shall receive such lot from liability for any assessments thereafter becoming due.

ARTICLE IV: EASEMENTS

Within the easement described in the Public Records, no structure, plant of other object shall be placed or permitted to remain which may damage or interfere of change the direction or flow of drainage within the easement or the safe passage of automobile traffic.

ARTICLE V: USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family and no other purpose.

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Section 2. No lot shall be divided into parcels of less than five (5) acres of property.

Section 3. No building shall be erected within fifty (50) feet of the front property line and twenty (20) feet from the sides and rear property lines. The definition of front property line is any line that is the same as the road right of way boundary line. Declarant or the Architectural Control Committee shall have the right in their discretion to vary these setback restrictions where strict enforcement will result in unnecessary hardship.

Section 4. No building, including additions to existing structures, shall be erected within the subdivision until the construction plans, site plans and specifications showing the location and architectural design of the structure have been approved by the Declarant. If no action has been taken after thirty (30) days from the date in which the plans are submitted to the Declarant, then approval of the plans shall be presumed. Approval shall be based on compliance with these restrictions, quality of materials and location on the property. Approval shall not be arbitrarily withheld. Basic architecture will be consistent.

At such time as the Declarant no longer wishes to maintain control of construction in the subdivision, he shall assign this function to the Association. The President of the Association shall appoint three (3) members of the Association to serve as an Architectural Control Committee to exercise the authority granted by this section.

Section 5. No mobile homes shall be allowed on the property.

Section 6. Out buildings shall be limited to private stables, kennels, greenhouses, and structures customarily associated with single family residential homes. All out buildings shall be approved as provided for in Section 4 above.

Section 7. Livestock, poultry or other animals shall not be kept on the property in such a manner as to cause a nuisance or annoyance because of smell or noise or to cause a health hazard. No animals, livestock or poultry of any kind shall be raised, bred or kept on the property for any commercial purposes.

Section 8. No dwelling shall be constructed that contains less than one thousand four hundred (1,400) square feet. This may include porches and garages. Once construction starts, work shall be pursued diligently until completed. The Declarant reserves the right to make a variance as it pertains to Section 6.

Section 9. There will be no trash or any unsightly refuse allowed to be dumped on the lot permanently or temporarily.

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ARTICLE VI: EFFECT

Each and every conveyance of any lot in the subdivision is expressly made subject to the provisions hereof whether or not the terms of such conveyance incorporates of refers to these provisions.

IN WITNESS WHEREOF, this instrument is executed
this 4-9-98

WITNESSES:

Teresa Standland
Teresa Standland

Johnnie D. Davis
Johnnie D. Davis

BEN C. BOYNTON

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration of Restrictive Covenants of SWEETWATER RIDGE,
was acknowledged before me by BEN C. BOYNTON on this
4-9-98

Teresa Standland
Teresa Standland

NOTARY PUBLIC

My Commission Expires:



TERESA STANDLAND
MY COMMISSION # CC480107 EXPIRES
October 2, 1999
BONDED THROUGH TADY FAIR INSURANCE, INC.

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REC NO. 01809909098

EXHIBIT "A"

BEGIN AT A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WAKULLA COUNTY, FLORIDA AND THENCE RUN SOUTH 00 DEGREES 22 MINUTES 05 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID SECTION 17 A DISTANCE OF 2644.80 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE RUN NORTH 89 DEGREES 51 MINUTES 39 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID NORTHEAST QUARTER A DISTANCE OF 1312.71 FEET TO A CONCRETE MONUMENT, THENCE RUN SOUTH 88 DEGREES 34 MINUTES 14 SECONDS WEST ALONG SAID SOUTH BOUNDARY 1442.77 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER, THENCE RUN NORTH 00 DEGREES 03 MINUTES 37 SECONDS WEST ALONG THE WEST BOUNDARY OF SAID NORTHEAST QUARTER A DISTANCE OF 1133.65 FEET TO AN IRON PIPE, THENCE RUN SOUTH 89 DEGREES 55 MINUTES 20 SECONDS EAST 330.84 FEET TO AN IRON PIPE, THENCE RUN NORTH 00 DEGREES 03 MINUTES 51 SECONDS EAST 216.03 FEET TO A CONCRETE MONUMENT, THENCE RUN NORTH 00 DEGREES 04 MINUTES 01 SECONDS EAST 444.65 FEET TO AN IRON PIPE, THENCE RUN NORTH 89 DEGREES 56 MINUTES 02 SECONDS WEST 330.66 FEET TO AN IRON PIPE, THENCE RUN NORTH 00 DEGREES 01 MINUTES 01 SECONDS EAST ALONG THE WEST BOUNDARY OF SAID NORTHEAST QUARTER A DISTANCE OF 859.43 FEET TO A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, THENCE RUN NORTH 89 DEGREES 30 MINUTES 46 SECONDS EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 17 A DISTANCE OF 923.20 FEET TO A RE-ROD, THENCE RUN NORTH 89 DEGREES 30 MINUTES 14 SECONDS EAST ALONG SAID NORTH BOUNDARY 1848.92 FEET TO THE POINT OF BEGINNING CONTAINING 162.48 ACRES, MORE OR LESS.

And being more commonly known as SWEETWATER RIDGE, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 103 of the Public Records of Wakulla County, Florida.

FL# 150812 B 322 P 536
REC NO. 01809909098

ARTICLES OF INCORPORATION

BRENT X. THURMOND CLERK
CO:WAKULLA ST:FL

OF

SWEETWATER RIDGE
PROPERTY OWNERS ASSOCIATION, INC.

I, the undersigned, acting as incorporator of a nonprofit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of the corporation (hereinafter called the Association) is SWEETWATER RIDGE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II

The owners of property in SWEETWATER RIDGE shall be members of this Association. The legal description of the property composing SWEETWATER RIDGE is described in Exhibit "A" attached hereto.

The specific primary purposes for which the Association is formed are to provide for maintenance of roads and architectural control of buildings on the residence lots within the subdivision. Generally, the Association's purpose is to promote the health, safety, and welfare of the residents within the subdivision.

In furtherance of the specific and general purposes, the Association shall have power to:

- (a) Perform all of the duties and obligations of the Association as set forth in restrictive covenants applicable to the subdivision;
- (b) Affix, levy and collect and enforce payment by any lawful means of, all charges and assessments pursuant to the terms of the applicable restrictive covenants; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association;
- (c) Acquire (by gift, purchase, or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of,

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- (c) Acquire (by gift, purchase, or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of,

real and personal property in connection with the affairs of the Association;

(d) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes; or annex additional residential property or common areas, provided that any merger, consolidation or annexation shall have the assent by vote or written instrument of one-half (1/2) of each class of members;

(e) Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the restrictive covenants, and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE III

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is within the property described in Exhibit "A", but excluding persons or entities holding title merely as security for performance of an obligation, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot.

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V

The address of the principal office of the Association, and the name of the registered agent at such address, is:

BEN C. BOYNTON
2735 Miller Landing Road
Tallahassee, FL 32312

ARTICLE VI

The affairs of the Association shall be managed by a board of directors, a president and vice president, who shall at all times be members of the board of directors, and a secretary and treasurer. Such officers shall be elected at the first meeting of the board of directors following each annual meeting of members.

The names of the officers who are to serve until the first election are:

BEN C. BOYNTON	President
ANNE R. BOYNTON	Secretary/Treasurer

ARTICLE VII

The number of persons constituting the first board of directors of the Association shall be three (3), and the names and addresses of the persons who shall serve as directors until the first election are:

BEN C. BOYNTON 2735 Miller Landing Road Tallahassee, FL 32312	SUE C. BOYNTON 2560 Ox Bottom Road Tallahassee, FL 32312
---	--

ANN R. BOYNTON
2735 Miller Landing Road
Tallahassee, FL 32312

ARTICLE VIII

The Bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds (2/3) of each class of members existing at the time of and present at such meeting except that the initial Bylaws of the Association shall be made and adopted by the board of directors.

ARTICLE IX

Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association or at any special meeting duly called and held for such purpose, on the

affirmative vote of a majority of each class of members existing at the time of, and present at such meeting.

ARTICLE X

The Association shall have two (2) classes of voting members as follows:

Class A - Class A members shall be all owners of property within the subdivision with the exception of Declarant, and shall be entitled to one (1) vote for each unit owned as defined in the restrictive covenants. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote or votes for such lot shall be exercised as such members may determine among themselves.

Class B - The Class B member shall be the Declarant, as such term is defined in the Declaration of Restrictive Covenants of SWEETWATER RIDGE, who shall be entitled to two (2) votes for each lot within the subdivision owned by Declarant. The Class B membership shall cease and be converted to Class A membership as provided in the Declarations of SWEETWATER RIDGE.


ARTICLE XI

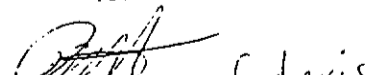
On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization organized and operated for such similar purposes.

 BEN C. BOYNTON

EXECUTED this 9th day of ~~December~~, 1998.
April

WITNESSES:


Teresa Standland


JANNIE L. DAVIS

FL# 150814 B-322 P 550
REC NO. 01809909098

STATE OF FLORIDA,
COUNTY OF LEON.

BEFORE ME, the undersigned authority, personally appeared BEN C. BOYNTON, who, first being duly sworn by me, and to me well known to be the individual described in the foregoing Articles of Incorporation, acknowledged to and before me that he executed the same for the purposes expressed therein.

WITNESS my hand and official seal on this 9th day of ~~December~~^{April},
1998.

Teresa Standland
NOTARY PUBLIC
Teresa Standland

My Commission Expires



TERESA STANDLAND
MY COMMISSION # CC480107 EXPIRES
October 2, 1999
BONDED THRU TROY FAIR INSURANCE, INC.

FL# 150814 B 322 P 551
REC NO. 01809909098

FILED AND RECORDED
DATE 04/09/1998 TM 16:42
BRENT X. THURMOND CLERK
CO:WAKULLA ST:FL

BYLAWS OF SWEETWATER RIDGE
PROPERTY OWNERS ASSOCIATION, INC.

A NON-PROFIT CORPORATION

ARTICLE I. NAME AND LOCATION

The name of the corporation is Sweetwater Ridge Property Owners Association, Inc. The principle office shall be located at 2735 Miller Landing Road, Tallahassee, Fl., but meetings of members and directors may be designated by the board of directors.

ARTICLE II. DEFINITIONS

Section 1. "Association" shall mean and refer to Sweetwater Ridge Property Owners Association, Inc., its successors and assigns.

Section 2. "Declarant" shall mean and refer to Ben C. Boynton.

Section 3. "Restrictive Covenants" shall mean and refer to the Declaration of Restrictive Covenants applicable to Sweetwater Ridge and recorded on April 9, 1998, in the Public Records of Wakulla County, Fl, in Official Records Book 3, Page 63.

Section 4. "Lot" shall mean any parcel of land contained in the subdivision and sold by Declarer to any one individual or group of individuals.

Section 5. "Member" shall mean and refer to any person entitled to membership in the association as provided in the Restrictive Covenants of Sweetwater Ridge.

Section 6. "Owner" shall mean and refer to the record owner, as provided for in the Restrictive Covenants.

Section 7. "Subdivision" shall mean and refer to those certain tracts of real property known as "Sweetwater Ridge, a recorded subdivision located in Wakulla County, Florida.

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ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of members shall be held within one (1) year from the date of incorporation of the association or not later than sixty (60) days after fifty percent (50 %) of the lots have been sold, whichever first occurs. Subsequent meetings of members shall be held annually at a place and time determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of members may be called at any time by the president or by the board of directors, or on written request of members who are entitled to vote one-fourth (1/4) of all votes of the Class A Membership.

Section 3. Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting by mailing a copy of such notice, at least seven (7) but not than twenty (20) days before such meeting to each member entitled to vote at the meeting, addressed to the member's address last appearing on the books of the association, or supplied by the member to the association for the purpose of receiving notice. The notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of members entitled to cast a majority of the votes of each class of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Restrictive Covenants, the Articles of Incorporation, or these Bylaws. If a quorum is not present at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him of his lot.

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ARTICLE IV. BOARD OF DIRECTORS-
TERM OF OFFICE; FIRST ELECTION; REMOVAL

Section 1. Number. The affairs of the association shall be managed by a board of three (3) directors who shall be members of the association. The board of directors shall be elected from the membership at large.

Section 2. Term of office. The directors shall be elected at each annual meeting.

Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the association entitled to vote for the election of the director. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the association. However, any director, may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V. BOARD OF DIRECTORS - MEETINGS

Section 1. Meetings. Meetings of the board of the directors shall be held from time to time when called by the president or any (2) directors. Regular meetings shall be held, however, at least quarterly without notice at a date, time and place set by the directors.

Section 2. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the board.

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ARTICLE VI. BOARD OF DIRECTORS - POWERS AND DUTIES

Section 1. Powers. The board of directors shall have power to:

- (a) Exercise on behalf of the association all powers, duties and authority vested in or delegated to the association and not specifically reserved to the membership by the Restrictive Covenants, Articles of Incorporation, or by other provisions of these bylaws;
- (b) Employ independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the board of directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-fourth (1/4) of the class A members entitled to vote thereat;
- (b) Supervise all officers and agents of the association and see to it that their duties are properly performed;
- (c) As more fully provided in the declaration, to:
 - (1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
 - (2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) Foreclose the lien against any property for which assessments are not paid within sixty (60) days after the due date, or to bring an action at law against the owner personally obligated to pay the same.

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- (d) Issue, or cause an appropriate officer to issue, on demand by any person. A certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The board may impose a reasonable charge for the issuance of these certificates;
- (e) Procure and maintain adequate liability and hazard insurance on all property owned by the association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the association shall be a president and vice president, who shall at times be members of the board of directors, and a secretary, treasurer, and such other officers as the board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the board of directors following each annual meeting of members.

Section 3. Term. The officers of the association shall be elected annually by the board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The board may elect such other officers as the affairs in the association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

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Section 5. Resignation and removal. Any officer may be removed from office by the board at any time with or without cause. Any officer may resign at any time by giving written notice to the board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 7. Multiple offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

- (a) President. The President shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all contracts, and shall cosign all checks and promissory notes.
- (b) Vice president. The vice president shall act in the place of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.
- (c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the association and affix it to all papers so requiring; serve notice of meetings of the board and of members; keep appropriate current records showing the members of the association together with their addresses; and perform such other duties as may be required by the board or by law.

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- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all funds of the association, and shall disburse such funds as directed by resolution of the board of directors; shall sign all checks and promissory notes of the association; shall keep proper books of account; and shall prepare a statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members.

ARTICLE VIII. COMMITTEES

The board of directors may appoint such committees as it may deem appropriate in the performance of its duties.

ARTICLE IX. ASSESSMENTS

As more fully provided in the Restrictive Covenants, each lot owner is obligated to pay to the association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments not paid when due are considered delinquent. If any assessment is not paid within sixty (60) days after the due date, the assessment bears interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by abandonment of his lot.

Annual assessments for 1998 shall be \$25.00 for each unit of property in Sweetwater Ridge. The Declarants are exempted from the annual assessments. After 1998, the annual assessments may, in the discretion of the board of directors, be increased but not to exceed ten percent (10%) of the annual assessments of the previous year.

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Moneys guaranteed by annual assessment may be utilized for repair and maintenance of any road in Sweetwater Ridge. In the event a special assessment is necessary, the owners of property shall bear the full amount of the special assessment as provided for in the Restrictive Covenants.

ARTICLE X. BOOKS AND RECORDS; INSPECTION

The books, records, and papers of the association shall be subject to inspection by any member during ordinary business hours. The Restrictive Covenants, Articles of Incorporation, and bylaws of the association shall be available for inspection by any member at the principal office of the association, where copies shall be made available for sale at a reasonable price.

ARTICLE XI. CORPORATE SEAL

The association shall have a seal in circular form having within its circumference the words: Sweetwater Ridge Property Owners Association, Inc.

ARTICLE XII. FISCAL YEAR

The fiscal year of the association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31st of the year of incorporation.


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ARTICLES XIII. AMENDMENTS

These bylaws may be amended, at a regular or special meeting of members, by vote of a majority of a quorum of members present in a person or by proxy. This Property Association cannot be voted out of existence for any reason whatsoever.

ARTICLE XIV. CONFLICTS

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Restrictive Covenants and these bylaws, the Restrictive Covenants shall control.


Ben C. Boynton

*Sworn and subscribed before me this 9th day
of April, 1998 by Ben C. Boynton for Directway
Ridge Property Owners Association, Inc.
He is personally known to me.*

*Teresa Standland
Teresa Standland
Notary Public*



TERESA STANDLAND
MY COMMISSION # CC480107 EXPIRES
October 2, 1999
BONDED THRU TROY FAIR INSURANCE, INC.

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