

**RULES AND REGULATIONS AND USE RESTRICTIONS
FOR
SUGAR MILL LAKES HOMEOWNER'S ASSOCIATION**

The following Rules and Regulations paraphrase those contained in the Declaration of Covenants, Conditions and Restrictions for Sugar Mill Lakes (the "Declaration").

Ordinances. Lot Owners, their licensees, guests, invitees and tenants shall at all times abide by all county or other governmental ordinances including, but not limited to, ordinances with regards to pets and leashes, parking ordinances, Southwest Florida Water Management regulations, Manatee County Land Development Code, Manatee County Zoning Ordinances, and other governmental or regulatory agency ordinances, regulations, restrictions and controls, regarding conduct.

No portion of the Common Areas which are a part of the common open space or conservation areas shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance or repair without the prior written approval of the Director of the Manatee County Planning Department. (Article III, 4)

Dwelling & lot restrictions The Lots and Units shall be used for single family residential purposes only. No buildings or other improvements at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in this Declaration. (Article III, 1) All Dwelling Units and all improvements upon each Lot shall be maintained in conformance with the plans and specifications approved by the Architectural Control Committee. Any maintenance, i.e. painting, landscaping, etc., which alters the exterior of any Dwelling Unit or any improvement originally approved by the Architectural Control Committee shall not be permitted unless first approved by the Architectural Control Committee. (Article III, 15 (b))

Vehicular Parking. No vehicle shall be parked on any part of the Subdivision, except on paved streets and paved driveways. No vehicles may park on paved streets overnight. No commercial vehicles, except those present on business, shall be parked on the Land. No trailers, motorized recreational vehicles, boats, campers, trucks, mobile homes or motorcycles may be parked in the Development unless parked inside garages or in an appropriately fenced or landscaped area which screens the personal property from view by Contiguous Lot Owners and from the street. (ARC approval is required) No vehicle shall block the public sidewalks from pedestrian use. No parking is allowed on any resident lawns or common area grass. Any overnight parking of boats in the development is subject to Manatee County violation which is a towable offense. (Article III, 2)

Signs No signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Common Elements. One (1) temporary sign not exceeding six (6) square feet or 2'-0" x 3'-0" in size, utilized in connection with the sale of a Lot may be displayed on such a lot. The color, format, nature, time period, content and location of such sign shall be subject to the approval of the Architectural Review Committee.

Signs not in conformance with this covenant, may be removed by Developer or Homeowner's Association. (Article III, 3 (a) (Note: this includes political signage)

Residential Fencing Fences or walls may be installed along the perimeter of a Lot, if they are of a PVC material, color, design, and size approved by the Architectural Control Committee; and must be a minimum of 4' and a maximum of 5' in height; with special restriction on viewed Lots, to wit: Viewed Lot fences may not be restricted to a maximum height of 3' or 4' depending on Viewed Lot location in the sole discretion of the Architectural Control Committee, and subject to other provisions of this section. (Article III, 7)

Plans and Specifications. The size, material, color and location of all privacy fences or walls must be approved by the Architectural Control Committee. Landscape buffers may be required on the outside of any privacy fences and walls by the Architectural Control Committee.

No fence or wall may be constructed in the following areas:

- Between the street facing the front of the Dwelling (the Front Street) and a straight line connecting the front living area of the Dwelling to the Side Lot Lines (the Front Dwelling Line);
- Between the street facing the side of the Dwelling (the Side Street) and a straight line connecting the side of the Dwelling to the Rear Lot Line (Side Dwelling Line);
- No fences may extend beyond the lot line into any Common Area.
- Lake or Retention Pond Lot. Notwithstanding the foregoing, no fence or wall may be constructed upon any Lot bordering upon any portion of the proposed Lakes and Retention Ponds, except as expressly approved by the Board of Directors and the Architectural Control Committee.

Rental Units. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation. A Dwelling may be rented, as a whole, on an annual basis. Application for leasing must be obtained from the property management company and must be approved by a majority of the Board prior to any renter/s occupying the property. Potential renters must sign an acknowledgment that they have read the rules of the HOA and will abide by them. Violations will be issued to owners and failure of renters to comply with the covenants of the HOA can cause legal action against the property owner. (Article III, 1)

Animals. No livestock, wild or exotic animals, game birds, game owl, poultry or other animals not ordinarily recognized as domesticated household pets, shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Household pets of the normal and

usual variety commonly understood and accepted as domestic house pets may be kept on a single Lot for the pleasure of occupants, but not for the use of breeding. Animals permitted in this Section shall not be permitted to roam free and if the animal leaves the confines of the Lot upon which it is kept, must be on a leash not to exceed six (6) feet or otherwise controlled by the Lot Owner at all times. Each Lot Owner shall be responsible for picking up his or her animal's dropping in the streets, alleys, parkways or other Common Area or on any other Lot Owner's Lot in the Subdivision, properly dispensing of same in garbage containers. Domestic pets are limited to no more than three, otherwise a special permit must be obtained by Manatee County Animal Control. (Article III, 4)

Enforcement of Restrictive Covenants. If any Lot Owner or any renter of any Lot as well as the Lot Owner permitting the rental thereof of such Lot in the Subdivision shall violate any one or more of the covenants and restrictions herein or attempt to violate any one or more of the covenants and restrictions set forth hereby, it shall be lawful and proper for any other Lot Owner or combination of Lot Owners within the Subdivision or for the Association, as proposed, to bring and prosecute any proceeding at law or in equity against said person or persons violating or attempting to violate the same, either to prevent such violation, correct such violation or recover damages by reason thereof as the case may apply. The Architectural Control Committee as previously set forth shall likewise have the right, power and authority to enforce these restrictions and covenants as it relates to the area of control by the Architectural Control Committee as previously set forth within these covenants. The prevailing party to such action shall be entitled to recover all costs, expenses, court costs, and a reasonable attorney's fee from the losing party or parties that were incurred by the prevailing party in bringing such action, including an appeal if such is filed. (Article III, 25)

Playground Equipment No playground equipment shall be permitted in the front or side yard. All such equipment shall be located in the rear yard, subject to approval of the Architectural Control Committee. Notwithstanding the foregoing, a basketball support, backboard and rim of a material and design approved by the Architectural Control Committee may be installed adjacent to a driveway, designed to permit play in the driveway and not in dedicated streets. (Article III, 22)

Temporary Structures *structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be moved to, erected on, or used on any lot at any time for residence, workshop, office or storage room, either permanently or temporarily. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the Dwellings to be erected in the Development, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the Dwellings built in the Development or any ancillary building unless enclosed on all sides by a screening or fencing that is approved by the Architectural Control Committee. No storage sheds, trailer or similar structure shall be permitted on any front or side yard.* (Article III, 14 (b))

Flags or Banners *No other types of flags, banners or streamers shall be placed around the Lot, house or any other location within the Subdivision. Notwithstanding the foregoing, any homeowner may display one portable, removable United States flag in a "respectful manner", regardless of any declaration rules or requirements dealing with flags or decorations. The*

"respectful manner" of display, including but not limited to the size of flag, location, method and means of display, and other matters regarding the manner of display shall be subject to the approval of the ARC and the Association.(Article III, 3 (c))

Use of lake and pondsNo motorized boating or swimming shall be permitted upon, or in, any of the said lakes or retention or detention areas. Fishing and non-motorized boating, subject to any restrictions as determined by the Board of Directors, shall be permitted in said lakes.(Article III, 2)

Resident MailboxesAfter the initial provision of mailboxes by Developer, all replacement, repairs, relocations, etc. of mailboxes and related mailbox appurtenances shall be the responsibility and the expense of the Association.(Article III, 8)

Lot Maintenance and Adjacent Areas. Each Lot Owner shall, at his or her own expense, keep such Lot, including any easement and buffer areas located on such Lot, free of tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition. In the event a Lot Owner fails to comply with this Section 9, the Association shall have the right, but not the obligation, to go upon such Lot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Lot Owner, which expense shall constitute a special assessment against the Lot.(Article III, 9)

Hardwood Canopy Trees Each Lot Owner shall, at his or her own expense, shall at all times comply with any and all requirements for the planting and maintenance of Canopy Trees upon Owner's Lot in such size, number and location as required by Manatee County Zoning Ordinance and/or any Tree Schedule attached to or made part of the governing documents of the Association by reference or as an exhibit. A canopy tree shall mean a tree species which produces one main trunk and normally reaches a height of thirty feet or more upon maturity. All canopy trees shall be a minimum of one and one-half to two inches in diameter breast height at the time of planting, unless otherwise indicated. Trees must be of the following types: Oak, Magnolia, Slash Pines, Sweet Gum, Elm, or Maple. All trees must be at least Florida Quality No. 1 Nursery Grade or BETTER.(Article III, 9 (d))

Rental Units.No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation. A Dwelling may be rented, as a whole, on an annual basis. Application for leasing must be obtained from the property management company and must be approved by a majority the Board prior to any renter/s occupying the property. Potential renters must sign an acknowledgment that they have read the rules of the HOA and will abide by these restrictive covenants. Violations will be issued to owners and failure of renters to comply with the covenants of the HOA can cause legal action against the property owner. (Article III, 1)

Satellite Dishes and Antennas. **No Satellite Dish, television antenna, radio antenna or other type of antenna or receiving device shall be erected or installed on any Lot or upon the exterior of any dwelling, without approval of the Architectural Control Committee.**(Article III, 16)

Storage sheds may be permitted in the rear yard (one (1) per Lot) so long as such sheds are of a material, color, design, and size approved by the Architectural Control Committee and are constructed so as to be attached to, or located as close as possible to, the rear wall of the residence constructed on the same Lot so as to give the appearance that the shed is an integral part of the residence. The storage shed shall be kept a minimum distance away from the side Lot line as does the closest wall of Dwelling located on the Lot from the same side Lot line, so that the storage shed shall not protrude further toward any side yard than does the residential structure. The storage shed shall be configured such that the rear of the shed faces the rear of the Dwelling on the Lot on which the shed is located.(Article III, 14(c))

Residential Swimming Pools. **No above ground swimming pools or other pools which are not constructed of concrete or cementitious materials and so as to be a permanent inground or below ground improvement, shall be permitted. All swimming pools of the permissible type are subject to the approval of the ARC. This paragraph is not intended to prohibit the temporary use of kiddie pools which are less than 6 feet in diameter so long as the kiddie pool is only to be utilized on the Lot in areas in which Playground Equipment is generally permitted and so long as the kiddie pool is immediately removed and stored out of view when not in actual use. Kiddie pools may not be stored in the open or be allowed to remain visible on the Lot in between actual uses and may not remain on the Lot overnight.**(Article III, 23)

SWFMD Restrictions.Buyers shall comply with any and all SWFMD restrictions, including that no owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Sarasota Regulation Department." (Article III, 28)

Trash/Refuse Collection. **All trash, garbage or other refuse shall be maintained in a location not visible from the front property line, and shall not be placed for pickup earlier than the evening preceding pickup, and any and all containers for such trash, garbage or other refuse shall be returned no later than the evening of pickup to their normal location.** (Article III, 5)

Yard Maintenance**No weeds, rubbish, debris objects or materials of any kind shall be placed or permitted to accumulate upon any property within the Subdivision if it renders the Subdivision or any part thereof unsanitary, unsightly, offensive or detrimental to the Subdivision, the Development or any Lot.** (Article III, 5)

**RULES AND REGULATIONS
FOR
SUGAR MILL LAKES**

The following Rules and Regulations supplement those contained in the Declaration of Covenants, Conditions and Restrictions for Sugar Mill Lakes (the "Declaration"). They are applicable to all occupants of Units, Unit Owners, Guests and Renters. The Rules and Regulations may be modified or amended in anyway the Board of Directors of the Association feel appropriate and necessary, without further notice. All capitalized terms herein shall have the meaning referenced or defined in the Declaration.

1. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
2. Each Unit Owner's personal property must be stored within the Unit or designated storage areas. The Association may restrict inappropriate outdoor furniture or other personal property from remaining on the property in view of the street or surrounding Units.
3. All vehicles owned by residents must be garaged or parked in the driveway. No vehicles shall be permitted to be parked overnight in any street, Community parking lot, alley way or right of way of any kind. Vehicles must never be parked in front of or near mailboxes to allow for delivery of mail.
4. No Unit may be rented for a term of less than six (6) consecutive months without approval of the Board, provided however the Developer may lease or rent any Unit owned by Developer for any period of time and from time to time without Board approval.
5. No boats, trucks over $\frac{3}{4}$ tons, commercial vehicles, trailers, recreational vehicles, or other motor vehicles, except four-wheel passenger automobiles or non-commercial vans or pick-up trucks, as determined by the Board, shall be placed, parked or stored upon the Property or in the Common Elements for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance, or if parked within an enclosed garage, nor shall any maintenance or repair be performed upon any boat or motor vehicle not owned or controlled by the Association or the Developer in the properties, except within a building where totally isolated from public view.
6. No Unit Owner shall make disturbing noises or permit his family, renters, servants, employees, agents, visitors or licensees to do so. In particular, no Unit Owner shall play (or permit to be played) in his Unit or on the Common Elements appurtenant to it, any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants.

7. No radio or television installation or other electronic equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.

8. With the exception of signs used or approved by the Developer, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Common Elements. One (1) temporary sign not exceeding six (6) square feet or 2'-0" x 3'-0" in size, utilized in connection with the sale of a Lot may be displayed on such a lot. The color, format, nature, time period, content and location of such sign shall be subject to the approval of the Architectural Review Committee. All signs must be professionally lettered. Signs not in conformance with this covenant, may be removed by Developer or Homeowner's Association.

9. No storm or hurricane shutters may be installed by a Unit Owner except for those that comply with specifications, design, color and style approved by the Architectural Review Committee. No storm or hurricane shutters may be lowered except as needed for storm or hurricane protection or for maintenance and repair.

10. A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should the Unit suffer hurricane damage and furnishing the Association with the name(s) of that firm or individual.

11. Fences: All fences must be installed with the posts on the inside and must have landscape butters as may be required herein. Fences or walls may be installed along the perimeter of a Lot if they are of a PVC material and have a color, design and size that are approved by the Architectural Review Committee. Fences must be a minimum of 4' and a maximum of 5' in height; with special restrictions on viewed Lots.

12. Garbage, Yard Waste and Trash Disposal Containers: Must not be placed out for pick up sooner than twelve hours before scheduled collection and must be removed and stored in the garage within twelve hours after collection. Garbage and other refuse shall be placed only in designated areas.

13. No livestock, wild or exotic animals, game birds, game owl, poultry or other animals not ordinarily recognized as domesticated household pets, shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Household pets of the normal and usual variety commonly understood and accepted as domestic house pets may be kept on a single Lot for the pleasure of occupants, but not for the use of breeding. Animals permitted in this Section shall not be permitted to roam free and if the animal leaves the confines of the Lot up on which it is kept, must be on a leash not to exceed six (6) feet or otherwise controlled by the Lot Owner at all times. Each Lot Owner shall be responsible for picking up his or her animal's dropping in the streets, alleys, parkways or other Common Area or on any other Lot Owner's Lot in the Subdivision, properly dispensing of same in garbage containers.

14. Every Unit Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association (all as amended from time to time) to the extent applicable. Failure of a Unit Owner or occupant to comply shall be grounds for legal action that may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions.

15. Yards and Landscaping. No changes to the grass/sod yards or landscaping shall be permitted except as approved by the Architectural Review Committee. All Unit Owners shall properly maintain all grass/sod and other landscaping, including but not limited to, timely cutting, mowing, trimming, weeding, and watering (as permitted by County restrictions) of all grass/ sod and other landscaping. Failure to properly maintain your lawn may result in the Association completing the maintenance and billing the homeowner as a supplemental assessment and/or fine.

16. Windows & Shutters- No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one week after an Owner first closes on a dwelling or when permanent window treatments are being cleaned or repaired.

17. Front Entry, Service, Patio & Garage Doors- Garage doors must be kept closed at all times except when in use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted which require the doors to be left open.

18. Exterior Lighting- Yard lamps placed in front of single family homes may not be removed. They must be in working order and lit from dusk to dawn. They must be replaced with a fixture of the same specifications as others in the neighborhood. Blinking and colored bulbs are not permitted.

19. Play Equipment: Permanent play equipment will be placed within the building setback lines at the rear of the property and must be landscaped to help minimize the visual impact on adjacent property owners and from public streets. They must be approved by the ARC. Notwithstanding the foregoing, a basketball support, backboard and rim of a material and design approved by the Architectural Review Committee may be installed adjacent to a driveway, designed to permit play in the driveway and not in dedicated streets.

20. Decorations: Decorations are a homeowner's option. Decorations, lights, flags and other decorations customary for holidays and special events are welcome. They must be temporary in nature and can be regulated by the ARC as to quantity and how long they may be in place, Christmas decorations may be displayed from Thanksgiving Day until January 15. All other holiday decorations may be displayed three weeks before the holiday and one week after the holiday.

21. Birdhouse and Bird Feeders: Homeowner option in the rear yard. They may not be visible from the street. They must be approved by the ARC.
22. Pools, Spas, Water Features- All water features are required to be located in rear yards. All water features shall be in-ground, except spas, which may be built into appropriately designed and screened deck systems. Equipment for pools, spas, or fountains should be completely screened from adjoining properties and front and rear views. Kiddie pools which are less than six (6) feet in diameter may be used as long as it is only on the Lot in areas in which Play Equipment is generally permitted. Kiddie pools may not be stored in the open or be allowed to remain visible on the Lot in between actual uses and may not remain on the Lot overnight.
23. Service Areas & Equipment: No satellite dish, television antenna, radio antenna or other type of antenna or receiving device shall be erected or installed on any Lot or upon the exterior of any dwelling, without approval of the Architectural Review Committee.
24. Generators: All generators must be approved by the ARC. Generators are to be used for emergency purposes only when commercial electrical power is not available. Generators may be operated once a week for test and maintenance purposes, but for no longer than 15 minutes and only on weekdays between the hours of 10:00 AM and 2:00 PM.
25. No awning, canopy, air-conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, windows, roof or other portions of the Unit or on the Common Elements.
26. Storage sheds may be permitted in the rear yard (one (1) per Lot) so long as such shed is of a material, color, design, and size approved by the Architectural Review Committee and are constructed so as to be attached to, or located as close as possible, to the rear wall of the residence, kept away from the side Lot line and not protrude further toward any side yard than does the residential structure.
27. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be moved to, erected on, or used on any lot at any time for residence, workshop, office or storage room, either permanently or temporarily.
28. No buildings or other improvements at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office.
29. American Flags: This is a homeowner option. Brackets may be attached to the house or garage to hold a pole for a flag which is no larger than three feet by five feet. The American flag must be flown in accordance with Federal Statutes.