

Prepared by and Return to:  
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**CERTIFICATE OF AMENDMENT**

**DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
FOR SUGAR MILL LAKES**

**BYLAWS  
SUGAR MILL LAKES HOMEOWNERS' ASSOCIATION, INC.**

We hereby certify that the attached amendments to the Declaration of Covenants, Conditions, Easements and Restrictions for SUGAR MILL LAKES (which Declaration is originally recorded at Official Records Book 1945, Page 7818 et seq. of the Public Records of Manatee County, Florida), and the amendments to the Bylaws of SUGAR MILL LAKES HOMEOWNERS' ASSOCIATION, INC. (herein, the "Association") were approved and adopted at the special meeting of the Association membership held on January 23, 2020. The amendments to the Declaration of Covenants were approved by the affirmative vote of not less than two-thirds (2/3) of the Board of Directors and two-thirds (2/3) of the Lot Owners, as required by Article VII, Section 1 of the Declaration of Covenants, and the amendments to the Bylaws were approved by not less than an absolute majority of all votes entitled to be cast as required by Article X of the Bylaws.

The Association further certifies that the attached amendments were proposed and adopted as required by the governing documents and applicable Florida law.

DATED this 10<sup>th</sup> day of February, 2020.

Signed, sealed and delivered  
in the presence of:

sign: Deborah Flint

Print: Deborah Flint

sign: Jack Morsink

print: Jack Morsink

Signed, sealed and delivered  
in the presence of:

sign: Deborah Flint

print: Deborah Flint

sign: Jack Morsink

print: Jack Morsink

SUGAR MILL LAKES HOMEOWNERS' ASSOCIATION, INC.

By: Dale C. Dinger  
Dale Dinger, President

Attest:  
By: Michelle Gailey  
Michelle Gailey, Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of February, 2020, by Dale Dinger as the President of SUGAR MILL LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.



BENJAMIN J. NOWAKOWSKI  
Notary Public, State of Florida  
My Comm. Expires June 30, 2020  
Commission No. FF 992244

NOTARY PUBLIC

Sign: \_\_\_\_\_

Print: BENJAMIN NOWAKOWSKI

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of February, 2020, by Michelle Galley as the Secretary of SUGAR MILL LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced FL DL as identification.



BENJAMIN J. NOWAKOWSKI  
Notary Public, State of Florida  
My Comm. Expires June 30, 2020  
Commission No. FF 992244

NOTARY PUBLIC

Sign: \_\_\_\_\_

Print: BENJAMIN NOWAKOWSKI

State of Florida at Large (Seal)

My Commission expires:

## **AMENDMENTS**

### **DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF SUGAR MILL LAKES**

#### **BYLAWS OF SUGAR MILL LAKES HOMEOWNERS' ASSOCIATION, INC.**

*[Additions are indicated by underline; deletions by ~~strike-through~~]*

#### **I. DECLARATION OF COVENANTS**

##### **ARTICLE III Restrictive Covenants**

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- 2. 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 ~~in excess of three-quarter ton (3/4)~~, 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.

...

##### **ARTICLE VII General Provisions**

- 1. Amendment.** ~~The Developer reserves the right to amend, modify or rescind such parts, or all, of this Declaration as it, in its sole discretion, deems necessary and appropriate until such time as ninety percent (90%) of the Lots within all phases of SUGAR MILL LAKES have been sold to and occupied by owners in residence. After more than ninety percent (90%) of the Lots in all phases of SUGAR MILL LAKES have been sold to and occupied by owners in residence,~~

**A. Notice and Proposal.** The Board of Directors and the members of the Association may modify or amend this Declaration if notice of the proposed change is given at least fourteen (14) ~~thirty (30)~~ days prior to the meeting at which such action will be considered. An amendment may be proposed by the Board of Directors or by not less than fifteen percent (15%) of the Lot Owners.

**B. Approval.** Unless otherwise provided, ~~a Declaration amendment the resolution adopting a proposed amendment must bear the approval of~~ must be approved by not less than two-thirds (2/3) of the Board of Directors and two-thirds (2/3) of the Lot Owners of all phases of SUGAR MILL LAKES present in person or by proxy and voting at a membership meeting at which a quorum is obtained. Voting may occur in person or by and through appropriate limited proxies and written ballots as may be deemed appropriate by the Board of Directors.

**C. Certificate of Amendment.** Any amendment, ~~other than amendments made by the Developer,~~ shall be evidenced by a Certificate certifying that the amendment was duly adopted

and including the recording date identifying the Declaration which Certificate shall be executed by the proper officers of the Association in the same formality required for the execution of a deed. ~~Amendments by the Developer must be evidenced in writing, but a Certificate of the Association is not required.~~

**D. SWFWMD Approval and Effective Date.** Any amendment which would affect the surface water management system, including the water management portions of the Common Areas, must have the prior written approval of the Southwest Florida Water Management District. The amendment shall be effective when properly recorded in the Public records of Manatee County, Florida.

## II. BYLAWS

### ARTICLE XI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**6.02 Enforcement and Fines:** ~~The Board of Directors may, in the exercise of its reasonable discretion and within its financial constraints, determine when it is appropriate to shall enforce by legal means, provisions of the Covenants, the Articles of Corporation, the By-Laws and Rules and Regulations for the use of the common property; however, the Board shall be under no legal duty to enforce.~~ In the event that the Board of Directors determines that any Lot owner is in violation of any of the provisions of the Covenants, By-Laws, Articles or Rules and Regulations, the Board, or an agent of the Board designated for that purpose, shall notify the Lot owner of the nature of the violation. If said violation is not cured within five (5) days, or if said violation consists of acts or conduct by the Lot owner, and such acts or conduct are repeated, the Board may levy a fine of a sum not exceeding \$25 per offense against the Lot owner. Each day during which the violation continues shall be deemed a separate offense. Such fines shall be assessed as a special assessment against the Lot owner shall constitute a lien upon the Lot, and may be foreclosed by the Association in the same manner as any other lien; provided that before foreclosure of any lien arising from a fine, the defaulting owner shall be entitled to a hearing before the Board, upon reasonable notice, specifying the violations charged and may be represented by counsel; provided further that no fine may be levied in any event against the Developer. In addition, the Board may suspend the right of any Member to use recreational facilities located on the common property for any period during which any assessments against his or her Lot remains unpaid and delinquent, and may likewise suspend such right for a period not to exceed 30 days for any single infraction of the Rules and Regulations of the Association. Provided, however, that any suspension of such right to use of recreational facilities, other than for failure to pay assessments, shall be made only after a hearing before the Board, upon reasonable written notice to the owner, specifying the violations charged. At any such hearing the owner may be represented by counsel.

### ARTICLE X. AMENDMENT

**A. Notice and Proposal.** ~~The Board of Directors and the members of the Association may modify or amend this Declaration if notice of the proposed change is given at least fourteen (14) days prior to the meeting at which such action will be considered. An amendment may be proposed by the Board of Directors or by not less than fifteen percent (15%) of the Lot Owners.~~

**B. Approval.** ~~These By-laws may be amended by the Members of the Association at any regular or special membership meeting duly called for that purpose by the affirmative vote of at least two-thirds (2/3) of the Lot Owners present in person or by proxy and voting at a membership meeting at which a quorum is obtained an absolute majority of all votes entitled to be cast.~~

**C. Certificate of Amendment.** Any amendment shall be evidenced by a Certificate certifying that the amendment was duly adopted and including the recording date identifying the Declaration which Certificate shall be executed by the proper officers of the Association in the same formality required for the execution of a deed. The amendment shall be effective when properly recorded in the Public Records of Manatee County, Florida.

**D. Limitation on Amendments.** Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Covenants or the Articles of Incorporation, except as provided in said Covenants or Articles. ~~Provided, however, that these By-Laws may be amended at any time by the Class B Members during the time that the Class B Members have and exercise the right to control the Association, provided that such amendment is not in conflict with the Covenants. HUDVA has the right to veto amendments during the time that Class B Members have and exercise the right to control the Association.~~