

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS OF SUGAR MILL LAKES  
A SINGLE-FAMILY SUBDIVISION, MANATEE COUNTY, FLORIDA**

THIS DECLARATION is made this 21<sup>st</sup> day of April, 2004  
by Loreen Vickers, the owner of all of the real property  
lying and being in SUGAR MILL LAKES, as per plat thereof, recorded in Plat Book 44, Pages  
108 through 114, inclusive, of the Public Records of Manatee County, Florida.

**RECITALS:**

(A) WHEREAS, SUGAR MILL LAKES is a single-family residential subdivision, located within Manatee County and owned by SUGAR MILL DEVELOPERS, LLC, a Florida limited liability company; and

(B) WHEREAS, SUGAR MILL DEVELOPERS, LLC has completed development of said subdivision and desires to record a Declaration of Covenants, Conditions, Easements and Restrictions of SUGAR MILL LAKES:

NOW THEREFORE, there is established this Declaration of Covenants, Conditions, Easements and Restrictions of SUGAR MILL LAKES as per plat thereof recorded in Plat Book 44, Pages 108 through 114, inclusive, of the Public Records of Manatee County, Florida.

**ARTICLE I**

Property Subject To This Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration is all of the property forming and being a part of SUGAR MILL LAKES, as per plat thereof as recorded in Plat Book 44, Pages 108 through 114, inclusive, of the Public Records of Manatee County, Florida, a legal description of which is attached hereto as **Exhibit "A."**

**ARTICLE II**

Definitions

The following words, when used in this Declaration of Covenants, Conditions, Easements and Restrictions of SUGAR MILL LAKES (unless the context shall prohibit), shall have the following meanings:

1. **ARCHITECTURAL CONTROL COMMITTEE OR COMMITTEE** shall mean that committee established and maintained under **Article III, Section 24** for the purposes and with the powers set forth therein.
2. **ASSESSMENT(S)** shall mean any Assessment(s) made by the SUGAR MILL LAKES

HOMEOWNERS' ASSOCIATION, INC. in accordance with this Declaration.

3. **ASSOCIATION** or **HOMEOWNERS' ASSOCIATION** shall mean the SUGAR MILL LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, its successors or assigns. The Association is NOT a condominium association.
4. **ASSOCIATION DOCUMENTS** shall mean, collectively, this Declaration of Covenants, Conditions, Easements and Restrictions of SUGAR MILL LAKES, the Articles of Incorporation (attached hereto as **Exhibit "B"**), the Bylaws (attached hereto as **Exhibit "C"**), and rules and regulations of the SUGAR MILL LAKES Homeowners' Association, Inc., as they may be adopted and amended from time to time.
5. **BOARD** or **BOARD OF DIRECTORS** shall mean the Board of Directors of the SUGAR MILL LAKES Homeowners' Association, Inc.
6. **COMMON AREAS** shall mean the land use classification assigned to that portion of the lands and improvements of SUGAR MILL LAKES owned by, or the use of which has been granted to, the SUGAR MILL LAKES Homeowners' Association, Inc. as set forth in this Declaration and as recorded in Plat Book 44, Pages 108 through 114, inclusive, of the Public Records of Manatee County, Florida. The Common Areas shall include the surface water management system and any future improvements, including, but, not limited to, recreational facilities.
7. **COUNTY** shall mean Manatee County, a political subdivision of the State of Florida
8. **DECLARATION** shall mean this document as amended from time to time.
9. **DEVELOPER** shall mean SUGAR MILL DEVELOPERS, LLC, a Florida limited liability company, its successors or assigns of any or all of its rights under this Declaration.
10. **DWELLING UNIT OR DWELLING** shall mean any residential Dwelling Unit intended as an abode for one (1) family, constructed on a Lot and given a Certificate of Occupancy by the applicable governmental entity.
11. **LOT** or **LOTS** mean certain residential Lots designated on the plat of SUGAR MILL LAKES, as per plat thereof recorded in Plat Book 44, Page 108 of the Public Records of Manatee County, Florida ("Plat"). *through 114*
12. **LOT OWNER, LOT OWNERS, OWNER** or **OWNERS** means the record fee simple title holder of a Lot or Lots in the Project, whether one or more persons or entities, including

contract sellers but excluding those holding title merely as security for the performance of an obligation.

- 13. **STRUCTURE(S)** shall be deemed to include a Dwelling Unit, porch, veranda, garage, pool cage, lanai, screen enclosure, fence, wall, deck or other improvements deemed to be a structure by the Manatee County Land Development Code.
- 14. **SUBDIVISION** or **SUGAR MILL LAKES** shall mean and refer to the real property described in **Exhibit "A"** attached hereto, together with such additional lands as are hereafter added by Developer in its sole discretion.

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

In order to establish and maintain an exclusive, residential subdivision of the highest quality for the maximum benefit and enjoyment of its residents, the following covenants, conditions, easements and restriction shall constitute covenants running with the land and shall be binding upon and inure to the benefit of all owners of all Lots lying and being in said SUGAR MILL LAKES, a Subdivision as recorded in the Public Records of Manatee County, Florida.

- 1. **Residential Lots.** The Lots and Units shall be used for single family residential purposes only. No structure shall be erected or permitted to remain on any Lot within the Development other than a Dwelling Unit or as otherwise permitted herein. 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. 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.
- 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, 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.
- 3. **Signs.** No sign of any kind shall be displayed to the public view on any Lot in the

Subdivision, unless said sign has prior written Architectural Control Committee approval or complies with the provisions contained herein:

(a) 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 Lot. The color, format, nature, time period, content and location of such sign shall be subject to the approval of the Architectural Control Committee.

(b) During the course of construction on a Lot, a general contractor licensed in the State of Florida and financial or mortgage institutions may display to the public view, his or her professional company sign, but only on a Lot upon which he or she is currently constructing or financing a building, provided the one sign not exceed six (6) square feet or 2'-0" x 3'-0" in size. Such sign shall be promptly removed upon the issuance of a Certificate of Occupancy. No other contractor or subcontractor signage shall be permitted to be displayed in the Subdivision.

(c) Two (2) pole flags advertising an open house may be erected at the driveway entry during the period of time that the residence is open to the public. 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.

(d) All signs must be professionally lettered. Signs not in conformance with this covenant, may be removed by Developer or Homeowners' Association.

Developer is excluded from complying with the provisions of this Section 3 and may place signs throughout the Subdivision in any manner deemed proper by Developer.

4. 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 and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals shall, in the sole and exclusive opinion of Developer or Association, become dangerous or an unreasonable annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot or Unit. Animals permitted by 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 droppings in the streets, alleys, parkways or other Common Area or on any other Lot Owner's Lot in the Subdivision, properly disposing of same in garbage containers.

5. Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on in any part of the Subdivision, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood or Subdivision. There shall be no clothing, linens, curtains, rugs, carpets, mops or laundry of any kind, or any other article hung on or to the exterior of any buildings, duplexes, walls, fences or other Structures. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Subdivision, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, droppings or other debris or refuse shall be permitted on any part of the Land. No Lot or Common Area may be used in such a manner that will increase the cost of insurance upon the Subdivision above that required when the Lot or Common Area is used for the approved purposes, or that will cause such insurance to be canceled or threatened to be canceled, except with the prior written consent of the Association. No cars, trucks, motorcycles, vehicles, trailers, boats, off-road vehicles, all terrain vehicles (ATV's), shall be used, allowed, parked on the Common Area. Overnight parking, vehicle storage and trailer storage on Common Areas shall be prohibited.
6. Resubdividing. The Lots shall not be resubdivided, replatted or divided without the prior written consent of Developer.
7. Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Development unless they comply with the requirements below and are approved by the Architectural Control Committee. Notwithstanding anything herein to the contrary, all outdoor air conditioners shall be walled, fenced or concealed with landscaping in compliance with the requirements as set forth by the Architectural Control Committee.
  - (a) Lot Boundary, Fences or Walls. 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.
  - (b) 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.

(c) Fences. All fences must be installed with the posts on the inside and must have landscape buffers as may be required herein. All fencing, walls, and landscape buffers shall be maintained in a good condition by the Lot Owner, except Perimeter Walls maintained by the Association as set forth herein.

(d) Locations. No fence or wall may be constructed in the following areas:

(I) 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);

(ii) 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);  
or

(iii) No fences may extend beyond the lot line into any Common Area.

(e) 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. No 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.

(f) Special Provisions. Developer, so long as same maintains any model home within the Development, shall have the right to fence the entire Lot or Lots being used as a model or models; provided that any portion of any fence or wall around any model home or homes which would not otherwise be permitted under this Section 7 shall be removed at such time as said home or homes are no longer used as a model or models. This Section 7 does not apply to completely enclosed, screened areas attached to the Dwelling. A decorative wall or fence that is forward of the front or side dwelling lines shall be permitted if approved by the Architectural Control Committee.

8. Mailboxes and Street Numbers. Each Lot Owner, at the time a Dwelling is constructed upon said Lot Owner's Lot, shall install a mailbox and street number meeting the specifications set forth by the Architectural Control Committee. The exact location and final plans and specifications for the mailbox and street number shall be subject to the prior review and approval of the Architectural Control Committee. Mailboxes shall be provided by the Developer initially one time. After 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.

9. 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.

(a) Each Lot Owner shall, at his or her own expense, keep the sodded or landscaped area between the roadway and the sidewalk which area borders or parallels the boundaries of the Lot Owners' 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, regardless of whether such area is actually within the boundaries of the Lot Owners' Lot.

(b) Each Lot Owner shall, at his or her own expense, keep the sodded or landscaped area between the boundaries of the Lot Owners' Lot and any adjacent pond, lake, or retention area within the Development, which area borders or parallels the boundaries of the Lot Owners' 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, regardless of whether such area is actually within the boundaries of the Lot Owners' Lot.

(c) Should the Owner's Lot abut an adjacent tract held by the Association, which tract serves as a perimeter buffer area on the outside edge of the Subdivision, or any other buffer or perimeter area (hereinafter "Buffer Area,") said Owner of the abutting Lot shall, at his or her own expense, keep the sodded or landscaped area in the Buffer Area, which area borders or parallels the boundaries of the Lot Owners' 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, regardless of whether such area is actually within the boundaries of the Lot Owners' Lot. In the case of a fence or wall located in the Buffer Area, the Lot Owners responsibility for maintenance shall project outward from the Owner's Lot up to the face of the wall or fence. Areas on the opposite side or outside of any buffer fence or wall from Lot Owner's Lot, shall be maintained by the Association.

(d) 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. **Prior to the issuance of a Certificate of Occupancy** each lot

shall include required canopy trees\* installed by the developer and/or builder at Lot purchaser's expense. It is the lot owners responsibility to maintain such trees which cannot be removed unless replaced with a similar type and size of tree. In the event a tree dies or is removed, the owner of the lot is responsible to replace the tree within 30 days. The trees shall be planted within 25 feet of the right of way of the street and shall be located at least every 50 feet, more particularly described below. Trees shall not be planted within an public or private easement. Additional restrictions, requirements, and limitations as to size, type, quality, quantity, location, maintenance requirements, and other more detailed requirements may be contained in the Canopy Tree List and/or may be contained within the duly promulgated rules and regulations of the Association as may amended from time to time. Each lot shall contain the trees as indicated on the following Tree Planting Schedule:

\* 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.

<b>SUGAR MILL LAKES - PHASE I</b>					
<b>TREE PLANTING SCHEDULE</b>					
<b>Lot</b>	<b>No. Trees</b>	<b>Lot</b>	<b>No. Trees</b>	<b>Lot</b>	<b>No. Trees</b>
1	5	113	2	142	2
2	1	114	1	143	2
3	2	115	2	144	2
4	2	116	2	145	2
5	1	117	1	146	2
6	1	118	1	147	2
7	2	119	2	148	3
8	2	120	1	149	1
9	1	121	2	150	2
10	2	122	2	151	2
11	1	123	1	152	1
12	2	124	5	153	2
13	2	125	4	154	2



14	1
15	2
16	1
17	2
18	1
19	2
20	2
21	3
104	4
105	1
106	2
107	2
108	2
109	1
110	2
111	5
112	5

126	1
127	2
128	2
129	4
130	1
131	2
132	2
133	1
134	2
135	2
136	1
137	2
138	4
139	1
140	3
141	3

155	3
156	3
157	2
158	3
159	3
160	1
161	2
162	1
163	2
164	2
165	1
166	2
167	3
168	3
169	2
170	5

10. **Regulations.** Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Developer or the Association as successor to the Developer in the manner provided by the Articles of Incorporation and Bylaws. Copies of the Association Documents and amendments thereto shall be furnished by the Association to all Lot Owners and residents of the Subdivision upon request.
  
11. **Mining.** No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.
  
12. **Casualties.** In the event a Dwelling Unit, or any part thereof, is damaged or destroyed by fire, casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Lot Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration. In the case of the Common Area, the Association shall grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

13. Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Dwelling Unit or Common Area, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Architectural Control Committee.

14. Structures and Dwelling.

(a) All Structures or Dwellings shall be located and positioned on Lots as approved by the Architectural Control Committee. No Structure or Dwelling shall be erected altered placed or permitted to remain on any Lot other than one (1) detached, single family dwelling unless otherwise approved by the Architectural Control Committee. Setbacks for all dwellings and swimming pools shall conform to Manatee County Ordinances. A swimming pool may not be located in the front yard of any Lot, nor past the building on a side Lot line. No above-ground pools shall be allowed.

(b) Subject to the noted exceptions for the Developer in Section 20, 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. 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.

(c) 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.

15. Dwellings.

(a) All plans and materials for every proposed new home or other improvement to be constructed on any Lot in SUGAR MILL LAKES will be reviewed by the Architectural Control Committee before construction can begin. All Lot Owners and Builders shall operate

strictly in accordance with the Architectural Control Committee's requirements, which shall further set forth the standards and criteria for construction within the Subdivision and which shall further set forth the procedures for such review.

(b) 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.

(c) Exclusive of open porches and garages, each Dwelling shall not be less than fourteen hundred (1,400) square feet of air conditioned living area.

(d) No Dwelling may be constructed with siding consisting of wood, wood paneling, wallboard, or asbestos or similar material, except for approved trim. Siding shall be of sprayed or stucco concrete or brick only and approved by the Architectural Control Committee. The roof of each unit shall be shingled with dimensional shingles approved by the Architectural Control Committee. Metal roof tiles shall be subject to Architectural Control Committee approval. Each roof shall have a pitch of no less than 6/12.

(e) All dwelling units shall have a central heating/ventilating air conditioning system approved by the Architectural Control Committee. No window or wall units shall be allowed.

(f) Each dwelling unit shall have at least a two (2) car garage with one or more doors to enclose the garage interior from view, as approved by the Architectural Control Committee.

16. 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.

17. Amendments and Modifications by Developer. Notwithstanding any provisions of these restrictions to the contrary, Developer, its successors and designated assigns, reserves the right and authority for a period of five (5) years from the date of recording this Declaration to amend, modify or grant exceptions or variances from any of the restrictions set forth in this Article III without notice to, or approval by, any Lot Owners or Association.

18. 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. 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. Notwithstanding anything contained herein to the contrary, it is understood that the Developer reserves the right to maintain normal construction debris on any Lot until the certificate of occupancy for any Dwelling located on such Lot is issued; provided, however, during construction of Dwelling Units, Lots shall be cleaned and cleared of debris not less than three (3) times during such period.

19. 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 regard 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.
20. Proviso. Until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Lot Owners nor the Association nor the use of the Subdivision shall interfere with the completion of the contemplated improvements and the sale of the Lots. Developer may make such use of the unsold Lots and Common Area without charge as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, construction office, the showing of the Subdivision and the display of signs and the use of Lots as parking lots notwithstanding anything contained herein to the contrary.
21. Natural Areas. Notwithstanding any other provision of this Article, in no event shall any accessory structure, fence, wall, hedge or any other temporary or permanent structure or improvement be erected, allowed or placed within any of the areas designated on the Plat or Plats of SUGAR MILL LAKES as Natural or D.E.P. Line Restricted Conservation or Preservation Areas or as a D.E.P. Line Restriction. It is hereby the express intent of this Section that any such Natural Conservation or Preservation Area be maintained in its present natural state and that there shall be no improvement, alteration or modification thereof or any other activity which may directly modify or affect said areas and the regulation thereof without first obtaining the consent of the Board of Directors and obtaining permit or approval therefor from the Florida Department of Environmental Protection and all other governmental authorities having jurisdiction.
22. 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.

23. Above Ground 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 in ground 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.

24. Architectural Control.

(a) APPROVAL OF PLANS. To further insure the development of the Subdivision as a residential area of the highest quality and standards, and in order to insure that all improvements constructed upon each Lot in the Subdivision shall present an attractive and pleasing appearance from all sides of view, there shall be an Architectural Control Committee appointed by the Developer to review all plans and specifications prior to the commencement of construction of any Lot within said Subdivision. The original Architectural Control Committee shall be composed of three (3) persons appointed by the Developer who shall serve on said committee so long as the Developer is a member of the SUGAR MILL LAKES Homeowners' Association, Inc. At such time as the Developer no longer is an owner of any Lots within the Subdivision, then the Homeowners' Association shall appoint an Architectural Control Committee to replace the Committee originally appointed by the Developer. However, until the Developer has established an Architectural Control Committee, all plan approvals and powers shall be by the Developer through its duly appointed agent or agents.

(b) POWERS OF ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is hereby given and granted the exclusive power and discretion to control and approve all Dwelling Units, Structures and other improvements to be constructed upon each Lot within the Subdivision in the matter and to the extent set forth herein, and to promulgate rules and regulations for such purpose. No residence, building or other structure and no fence, walled utility area, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any Lot within the Subdivision, nor shall any addition to or exterior change or alteration be made of any or to any existing residence, building or structure, unless and until building plans and specifications covering the same, showing the nature, kind and shape, height, size, materials, floor plans, exterior color schemes, location and orientation of Lot and approximate square footage, construction schedule, front, side and rear elevations, and such other information as the Committee shall reasonably require, including, but not limited to plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation or

proposed contours of the Lot, have been submitted to and approved in writing by the Committee.

(c) **METHOD OF APPROVAL.** As a prerequisite to consideration for approval, and prior to beginning the contemplated work, the Lot Owner shall submit two (2) complete sets of plans and specifications to the Architectural Control Committee for review. Upon the Architectural Control Committee giving written approval of the plans and specifications, construction shall be commenced and proceed to completion promptly and in strict conformity with such plans and specifications. The Architectural Control Committee shall be entitled to enjoin by a Court of proper and competent jurisdiction, any construction in violation of these provisions and furthermore, any such exterior addition to, change of or alterations made within application having first been made and approval obtained from the Architectural Control Committee as required shall be deemed to be a violation of this covenant and the Owner may be required to restore the premises to the original condition at the Lot Owner's expense. In the event the Architectural Control Committee fails within thirty (30) days of receipt of proposed plans and specifications to approve or disapprove the same, approval will not be required and this Paragraph shall be deemed to have been fully complied with as it relates to the matters shown on the plans and specifications. All Structures and improvements must be built to comply substantially with the plans and specifications as presented to and approved by the Architectural Control Committee, and before any house can be occupied it must be completely finished, and the Lot Owner have received a Certificate of Occupancy from the appropriate governmental authority.

25. 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.
26. Easements. Perpetual easements (herein called "Easements") for the installation or maintenance of utilities, including storm sewer, sanitation sewer, gas, electricity, water, telephone, cable television and other utilities of every kind and nature now or hereafter constituting utilities (herein generally referred to as "Utilities") and drainage areas are hereby

reserved to the Developer in and to all utility easement and drainage easement areas (herein called "Easement Areas") shown on the Plat, which Easements shall include, without limitation, the right of reasonable access over Lots to and from the Easement Areas; and the Developer shall have the right to convey such Easements on an exclusive or nonexclusive basis to any person, corporation or governmental entity (herein called "Utility Providers") who shall furnish utilities or services to the Subdivision. Neither the Easement rights reserved pursuant to this section, nor as shown on the Plat, however, shall impose any obligation on the Developer to install or maintain the Utilities or any retention or detention areas (hereinafter defined), nor any pipes, lines, culverts, channels or other facilities or improvements that may be located on, in or under such Easements, or which may be served by them within Easement Areas. No structure, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the Easement Areas or any Utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any Easement Area, or which may reduce the size of any ponds, creeks, lakes or other water retention areas (herein referred to as "Retention or Detention Areas") which are shown on the Plat or which may be constructed in such Easement Areas.

Developer hereby reserves a permanent easement for itself and the Association as successor to Developer over along and across an area described as the rear five (5) feet of all Lots in the Subdivision forming the northerly, southerly, easterly and westerly perimeter boundaries of the Subdivision and other perimeter easement area as may be shown or depicted on the Plat, for the purpose of erecting and maintaining any walls, fences, buffers, or landscaping. Such easement and the improvements thereon shall be conveyed to the Association as part of the Common Area. The Association shall have the right at any time to assign its rights, wholly or partially, in said easements to any governmental body or public or private utility.

Developer further reserves the right to transfer one or more drainage easements across any Common Area or easement from any of the lakes within the Common Area to any property-adjacent to the Subdivision, provided same does not unduly interfere with the operation of the stormwater system for the Development.

27. Maintenance of Easements. Lot owners subject to the privileges, rights and Easements referred to in this Article III, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and Easements. Easement Areas of each Lot, including landscape easements and plantings thereon, whether reserved hereunder or as shown on the Plat, or as may have been installed by the Owner, and all facilities and improvements in such Easement Areas shall be maintained, repaired, replaced and kept safe and in working order continuously by the Lot Owner, except for those improvements which the Utility Provider is responsible for, and except for those areas which shall be maintained by the Association. With regard to specific Easements for drainage as

shown on the Plat, Owner shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such Easement Area, including slope control areas, but shall do so in accordance with all applicable government rules and regulations and sound engineering practices.

28. SWFWMD Restrictions. Buyers shall comply with any and all SWFWMD 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 IV** **Homeowners' Association**

The Developer has incorporated an Association to be known as the SUGAR MILL LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit and incorporated pursuant to Florida Statutes. Each Lot Owner of any Lot lying within the Subdivision shall be a member of the Association and, by acceptance of any ownership interest in said Lot, agrees to comply with, adhere to and abide by the terms, conditions, provisions and declarations as set forth herein, as may be contained within the Articles of Incorporation of the Association and as may be established by the Bylaws of the Association, including any rules, regulations or other restrictions as may be adopted and amended by the Association from time to time. It is specifically declared and will be provided for herein that Assessments shall be established against each Lot in order to maintain and achieve the obligations and responsibilities of the Association as set forth herein and as may be contained within the Articles of Incorporation or required by its Bylaws. The actual method of establishing the Assessments, collection of the Assessments, creation of any lien or enforcement of any obligations shall be established under the Bylaws of the Association; provided, however, the lien of any such Assessment shall be subordinate to the lien of any first mortgage, no mortgagee shall be required to collect such Assessments, and the failure to pay any such Assessments will not constitute a default under a mortgage insured by any governmental agency. Such Assessment and any lien created thereunder in order to collect such Assessment is hereby specifically authorized and the Owners of Lots within this Subdivision hereby accept such obligation.

1. Purposes of Association. The purposes of the Association include, but are not limited to the following:
  - (a) promoting the health, safety and general welfare of the residents of SUGAR MILL LAKES;
  - (b) construction, installing, improving, maintaining and repairing any properties of the



Association which give common benefit to all residents within the Subdivision;

(c) adopting such guidelines, rules and regulations as the Association deems necessary and appropriate to control the overall appearance, maintenance and to achieve the purpose of the Association and to affect the common area of the Subdivision, provided that any such guidelines, rules or regulations having an effect on the surface water management system receive prior approval from the Southwest Florida Water Management District;

(d) purchasing, installing and maintaining any improvements which the Association deems necessary for the betterment of the Subdivision; including but not limited to the installation and maintenance of median and entryway landscaping, entryway signage, public street lighting throughout the Subdivision as may be deemed appropriate and other similar improvements;

(e) owning, constructing and maintaining any recreational facilities as may be deemed appropriate and necessary by the Association in its best interest;

(f) exercising responsibility for enforcing the restrictions herein contained within this Declaration as incorporated within the Association Articles and Bylaws as affecting the Association and the Common Areas. This includes, but is not limited to the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances unless otherwise provided herein. A surface water management system has been approved by the Southwest Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances unless otherwise provided herein. Any alterations to the permitted system will necessarily require a permit from the District. The stormwater system is required to be maintained in perpetuity in accordance with the approved permit and the Association, as may be applicable, shall also provide supplemental maintenance to all lands and easements dedicated to Manatee County.

2. Voting Classifications. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A members shall be all Lot Owners, with the exception of the Developer, and there shall be one (1) vote for each Lot, except as otherwise provided in the Bylaws.

(b) Class B. The sole Class B member shall be the Developer or Declarant, as applicable to the particular phase, and it shall be entitled to cast such number of votes, on each and every matter coming before the membership for a vote thereon, equal to the product obtained when multiplying the number of Class A votes entitled to be cast times four (4). The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (1) When all Lots in the Subdivision have been sold and conveyed by the Developer to third parties; or
  - (2) When the Developer elects to transfer control of the Association, in its sole discretion; or
  - (3) Three (3) months after ninety percent (90%) of the Lots in each of all of the phases of the community that will ultimately be operated by the Association, i.e. the entire Subdivision, have been conveyed to Lot Owners.
- (c) Notwithstanding anything to the contrary contained herein, upon conversion of the Class B membership to Class A membership, the Developer shall become a Class A member with regard to each Lot owned by it, and shall be entitled to one (1) vote for each such Lot on all questions and matters coming before the membership of the Association for a vote thereon.

**ARTICLE V**  
**Use and Maintenance of Common Areas**

The Common Areas and improvements in SUGAR MILL LAKES are designated and described as defined in **Article II**, herein. Inasmuch as it is the intent of this Article and these Restrictions that the Common Areas and improvements shall be used, enjoyed and maintained for the benefit of all of the property owners of SUGAR MILL LAKES and in compliance with Manatee County Land Development Code, it is hereby declared that:

1. **Use of Common Areas.** The land comprising the Common Areas is intended to benefit and to be used by all Lot Owners and other designees or assignees of Developer and shall be used in accordance with rules and regulations governing the method, time and manner of use as may be promulgated by the Board of Directors of the Association from time to time. The Common Areas shall also be used as part of the overall water management system serving the Subdivision and other areas designated by Developer.
2. **Ownership of the Common Areas.** The Developer currently holds title to the Common Areas and, in its sole discretion, may continue to hold such title for so long as it is the Class B member of the Association, as such member is described in the bylaws. At such time that the Developer is no longer the Class B member of the Association, or sooner if it desires, the Developer shall convey to the Association by Quit Claim Deed, title to the Common Areas, subject to the rights of ingress, egress, use and maintenance of other designees or assignees of Developer, together with all of its rights and interest in and to any and all fixtures and improvements located thereon. Such conveyance shall be subject to the terms and provisions of this Declaration, taxes for the current year, applicable zoning ordinance, and such facts as an accurate survey would show. The Association shall be required to accept such conveyance

"as is" at the time of the conveyance, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the property and the fixtures and improvements thereon. All costs and expense of such conveyance shall be paid by the Association. The Association shall not dispose of the Common Areas or any common open space, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas or common open space, without first offering to dedicate same to Manatee County, Florida, or other appropriate governmental agency. Further, the Association shall not dispose of any Common Area associated with the surface water management system without obtaining approval from the Southwest Florida Water Management District. A description of the list of holdings is attached hereto as **Exhibit "D"**.

3. **Maintenance and Care.** The Association shall be responsible for the maintenance and care of all property forming a part of the Common Areas. However, in the event the Association or its successors shall fail to maintain such in reasonable order and condition, the County shall have the right to maintain the Common Areas under and in accordance with the provisions of subparagraph (6) of Section 909.5, Common Open Space and Common Improvement Regulation and Dedications of the Manatee County Land Development Code, as amended from time to time, which provisions are, by this reference, incorporated herein and made a part hereof. Upon notice and hearing, the County may enter said Common areas for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the time end of such period. In the event that the Association and the County fail to maintain the Common Areas in reasonable order, the Developer shall have the right to maintain the Common Areas and charge the Association for such maintenance. A more detailed plan for maintenance is attached hereto as **Exhibit "E"** and is hereby incorporated as part of the Declaration of Covenants, Conditions and Restrictions. Any future improvements, including, but not limited to, recreational facilities shall be the responsibility of the Association.
4. **Disturbance of Common Open Space.** 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.
5. **Right of Entry by County and Southwest Florida Water Management District.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel and fire fighting personnel, and the Southwest Florida Water Management District while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Common Areas as may be necessary to perform their duties. Attached hereto is **Exhibit "F"** with more specific information on the right of entry.

## ARTICLE VI. FISCAL MANAGEMENT

The provisions for fiscal management of the Association are as set forth below and as may be amended, modified or supplemented in the Association's By-Laws from time to time.

1. Accounting: Receipts and expenditures of the Association shall be credited and charged to accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be common expenses:
  - (a) Current Expenses: Current expenses shall include all receipts and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves. The balance in this fund at the end of each year shall be applied to reduce the regular assessment for current expenses for the succeeding year or to fund reserves. The current expense classification shall be detailed and shall include, but not to be limited to, the following subclassifications where applicable:
    - (i) Administration of the Association.
    - (ii) Management fees.
    - (iii) Maintenance.
    - (iv) Rent for recreational and other commonly used facilities.
    - (v) Taxes upon Association property.
    - (vi) Insurance.
    - (vii) Security provisions.
    - (viii) Other expenses.
    - (ix) Operating capital.
    - (x) Contingency funds for advancement of special and service assessments.
  - (b) Reserves for Deferred Maintenance: Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.
  - (c) Reserve for Capital Expenditures and Replacement: Reserves for capital expenditures and replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
  - (d) Additional Accounts: The Board may establish additional accounts for specifically authorized improvements, or other categories consistent with accepted accounting practices.
  - (e) Reserves for Future Capital Improvements. Reserves for Capital Improvements shall include funds for the construction, purchase, modification or improvement of capital improvements in addition to those originally contemplated or indicated on the Plat.

2. **Budget:** The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and funds for required reserves, and may provide funds for specifically proposed and approved improvements.
3. **Procedure:** The Board of Directors shall adopt a budget in accordance with the Covenants.
4. **Assessments and Apportionment:** Regular annual assessments against a Lot owner for his or her share of the items of the budget shall be made in advance on or before December 20 preceding the year for which assessment is made. Such assessment shall be due either annually or, at the discretion of the Board, in four (4) equal quarter annual installments, which shall come due on the 1<sup>st</sup> day of January, April July and October of the year for which assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due from the 1<sup>st</sup> day of each month until changed by an amended Regular Assessment. In the event the Regular annual assessment proves to be insufficient, the budget may be amended at any time by the Board and a Special Assessment levied. The Special Assessment shall be due on the 1<sup>st</sup> day of the month next following the month in which the Special Assessment is made or as otherwise provided by the Board of Directors. Special Assessments may be made from time to time by the Board as it deems necessary, with Membership approval where required.
  - (a) **Assessment Apportionment.** The Owner(s) of each Lot shall bear their pro-rata share of all Assessments, whether annual, special or otherwise, which is levied by the Board of Directors of the Association for all general Assessments based on the number of Lots approved for the total Development. Notwithstanding the foregoing, while the developer is in control of the homeowners' association, at the Developer's discretion, it may be excused from payment of its share of the operating expenses and assessments related to its parcels for any period of time for which the developer has obligated itself to pay any operating expenses incurred that exceed the assessments receivable from other members and other income of the association.
  - (b) **Date of Commencement of Assessments.** The Assessments on each Lot shall commence on the closing of the sale of such Lot by the Developer. Assessments shall be prorated and paid in advance on the closing date based upon the remaining days in the applicable Assessment period. As to Lots owned by Developer, assessments shall commence when the Developer ceases to be obligated to pay operating expenses of the Association incurred that exceed the assessments receivable from other members and other increases of

the Association (the "Developer Subsidiary"). The Developer shall be obligated to provide the Developer Subsidiary for the first calendar year after the recording of the Declaration and Developer shall have the right to extend the Developer Subsidiary for up to three (3) additional one (1) year periods provided written notice of such extension is given by Developer to Association prior to the end of the then current Developer Subsidiary period.

5. Acceleration of Assessments: Upon default in payment, the Board may elect to accelerate remaining installments of Regular or Special Assessments, and such assessments shall stand accelerated ten (10) days after delivery or receipt of such notice to or by the delinquent lot owner, or twenty (20) days after mailing of such notice by certified or registered mail, whichever first occurs.
6. Expenditures: All funds of the Association shall be expended only upon authorization of the Board of Directors. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Funds derived from Special Assessments and funds in reserves shall be expended solely for the purpose for which such assessment was made or reserve established. Contingency funds may be expended for any legitimate purpose by action of the Board.
7. Depository: The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of Board of Directors. Except as otherwise required by law or the Covenants, funds of the Association may be co-mingled with other Association funds or kept in separate accounts.
8. Audit: After Developer transfers complete control of the Association, a report of the accounts of the Association shall be made annually by the Board, and a copy of the report shall be furnished to each Member not later than April 1 of the year for which the report is made. At least every three years, the report shall include an audit by a certified public accountant.
9. Fidelity Bonds: Fidelity Bonds shall be required by the Board of Directors from all persons handling or responsible for the Association's funds. The amounts of such bonds shall be determined by the Directors of the Association. The premiums on such bonds shall be paid by the Association as a common expense.

**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, 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 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. Unless otherwise provided, the resolution adopting a proposed amendment must bear the approval of 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. Voting may occur in person or by and through appropriate written ballots as may be deemed appropriate by the Board of Directors. 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. 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.
  
2. **Duration.** The covenants, conditions, easements and restrictions set forth in this Declaration shall be covenants running with the land and shall be binding upon all parties and all person having an interest in any portion of the land lying and being within SUGAR MILL LAKES for a period of twenty-five (25) years from the date of the recording of this Declaration in the Public Records of Manatee County, Florida. At the end of the 25-year term, the covenants, conditions, easements and restrictions shall be automatically extended for successive periods of twenty-five (25) years unless the same are terminated in accordance with the terms of this Declaration as set forth below.
  
3. **Termination.** This Declaration may only be terminated upon written consent of ninety percent (90%) of all of the Lots Owners of all phases within this Subdivision which must be duly recorded upon the records of the Association, subject, however, to the provisions of **Article V**, herein, designated "Use and Maintenance of Common Areas"

and to acceptance by the Southwest Florida Water Management District of an operation and maintenance entity for the surface water management system and its Common Areas. Notwithstanding any provision to the contrary herein, as long as the Developer holds, owns or controls any Lots within the Subdivision for sale within the ordinary course of business, this Declaration shall not be terminated without Developer's consent.

4. Fiscal Program. Attached hereto as **Exhibit "G"** is a fiscal program, provided in accordance with subdivision platting requirements as imposed by the Manatee County Land Development Code. This fiscal program projects a period of ten (10) years of operations and maintenance of the Association assuming a five percent (5%) increase in expenses per year. The fiscal program does not take into consideration additional phases not yet planned, permitted and constructed. Attached hereto as **Exhibit "H"** is the 2004 approved Association budget for the assessment of operations and maintenance.
5. Notice to Buyer. Individuals who purchase property within the SUGAR MILL LAKES Subdivision are hereby given notice of specific conditions to which their lot is subject. The Notice to Buyers is attached as **Exhibit "I"** and made a part hereof by reference.
6. Conservation Easement. A portion of the property is covered by a Conservation Easement in the favor of Manatee County. A copy of this easement is attached as **Exhibit "J"**.
7. Additional Lands. Developer shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration and property which is contiguous or nearly contiguous to the Subdivision. Any additions under this Section shall be made by filing a supplemental declaration with respect to the additional property, which shall extend the operation and effect of this Declaration to such additional property. The supplemental declaration may contain such complementary additions and/or modifications of the covenants contained in this Declaration as may be determined by Developer, provided such additions and/or modifications are not substantially inconsistent with this Declaration.
8. Assignment by Developer. Developer reserves the right to assign all or any part of its rights and responsibilities hereunder as Developer, whether personal in nature or not, to any successor in interest, including any mortgagee, which may own or any part of the property subject to these Covenants. The rights of Developer may be assigned in whole or in part, and Developer may designate in writing one or more successor Developers as to portions of the property covered hereby, which instrument shall detail the extent and nature of the rights of Developer assigned thereby. After any



WITNESS the hand and seal of said corporation this 21 day of APRIL, 2004.

SUGAR MILL LAKES  
HOMEOWNERS' ASSOCIATION, INC., a  
Florida not for profit corporation.

James Moore  
Witness  
JAMES MOORE  
Print Name  
David H. Rekow  
Witness  
DAVID H. REKOW  
Print Name

By: Loren Vickers  
Print Name: LOREEN VICKERS  
As its: PRESIDENT  
Date: 4/21/04

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 21 day of April 2004 by SUGAR MILL LAKES HOMEOWNERS' ASSOCIATION, INC. identified herein as LOREEN VICKERS, as PRESIDENT and who is personally known to me or who has produced \_\_\_\_\_ as identification.

SHEILA HAYDEN  
Notary Public  
Sheila Hayden  
Notary Signature

My Commission Expires:



U:\Jack\Corporations\Sugar Mill Lakes Homeowners' Association, Inc\Sugar Mill Lakes Declaration of Covenants.wpd\ddm\September 24, 2003

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## List of Exhibits

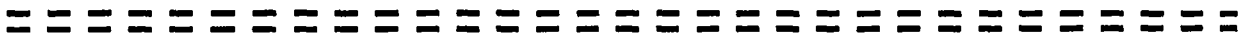
Exhibit A	Legal description
Exhibit B	Articles of Incorporation
Exhibit C	Bylaws
Exhibit D	List of holdings
Exhibit E	Detailed plan of maintenance
Exhibit F	Information as to right of entry
Exhibit G	Fiscal program
Exhibit H	Budget
Exhibit I	Notice to buyers
Exhibit J	Conservation easement

EXHIBIT "A"

SUGARMILL LAKES  
PHASE I

A SUBDIVISION

LEGAL DESCRIPTION



COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE NORTH 89°57'36" EAST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 47.38 FEET; THENCE SOUTH 0°03'26" EAST, A DISTANCE OF 34.24 FEET TO THE MAINTAINED RIGHT-OF-WAY LINE OF EXPERIMENTAL FARM ROAD (49TH STREET EAST) FOR A POINT OF BEGINNING;

THENCE, BEARING SOUTH 89°21'25" EAST, A DISTANCE OF 1292.01 FEET TO A POINT;  
THENCE, BEARING SOUTH 0°22'12" WEST, A DISTANCE OF 1278.15 FEET TO A POINT;  
THENCE, BEARING NORTH 89°09'43" WEST, A DISTANCE OF 1275.83 FEET TO A POINT;  
THENCE, BEARING NORTH 45°17'29" WEST, A DISTANCE OF 28.86 FEET TO A POINT;  
THENCE, BEARING NORTH 01°25'14" WEST, A DISTANCE OF 41.97 FEET TO A POINT;  
THENCE, BEARING NORTH 20°06'29" WEST, A DISTANCE OF 210.24 FEET TO A POINT;  
THENCE, BEARING NORTH 54°24'00" EAST, A DISTANCE OF 34.12 FEET TO A POINT;  
THENCE, BEARING NORTH 26°16'36" WEST, A DISTANCE OF 111.47 FEET TO A POINT;  
THENCE, BEARING NORTH 54°24'00" EAST, A DISTANCE OF 27.32 FEET TO A POINT;  
SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 450 FEET, RADIUS BEARS AT SAID POINT NORTH 35°36'00" WEST, THENCE A DISTANCE OF 22.88 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°54'47" TO A POINT, RADIUS BEARS AT SAID POINT SOUTH 38°30'47" EAST;  
THENCE, BEARING NORTH 38°30'47" WEST, A DISTANCE OF 50.01 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 400 FEET, RADIUS BEARS AT SAID POINT NORTH 38°30'54" WEST, THENCE A DISTANCE OF 20.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°54'54" TO A POINT, RADIUS BEARS AT SAID POINT SOUTH 35°36'00" EAST;  
THENCE, BEARING SOUTH 54°24'00" WEST, A DISTANCE OF 133.32 FEET TO A POINT;  
SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 400 FEET, RADIUS BEARS AT SAID POINT NORTH 35°36'00" WEST, THENCE A DISTANCE OF 164.01 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°29'35" TO A POINT, RADIUS BEARS AT SAID POINT SOUTH 12°06'25" EAST;  
THENCE, BEARING SOUTH 77°53'35" WEST, A DISTANCE OF 467.57 FEET TO A POINT;  
THENCE, BEARING NORTH 14°34'55" WEST, A DISTANCE OF 107.62 FEET TO A POINT;  
THENCE, BEARING NORTH 01°55'47" WEST, A DISTANCE OF 145.8 FEET TO A POINT;  
THENCE, BEARING NORTH 27°27'14" WEST, A DISTANCE OF 50.76 FEET TO A POINT;  
THENCE, BEARING NORTH 48°36'42" EAST, A DISTANCE OF 19.09 FEET TO A POINT;  
THENCE, BEARING NORTH 19°23'30" EAST, A DISTANCE OF 62.36 FEET TO A POINT;  
SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 100 FEET, RADIUS BEARS AT SAID POINT SOUTH 70°36'30" EAST, THENCE A DISTANCE OF 44.71 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°37'11" TO A POINT, RADIUS BEARS AT SAID POINT NORTH 44°59'18" WEST;  
THENCE, BEARING NORTH 45°00'42" EAST, A DISTANCE OF 59.46 FEET TO A POINT;  
THENCE, BEARING NORTH 54°33'49" EAST, A DISTANCE OF 20.91 FEET TO A POINT;  
THENCE, BEARING SOUTH 50°03'43" EAST, A DISTANCE OF 38.03 FEET TO A POINT;  
THENCE, BEARING SOUTH 89°35'55" EAST, A DISTANCE OF 210.08 FEET TO A POINT;  
THENCE, BEARING NORTH 02°01'12" EAST, A DISTANCE OF 209.84 FEET TO A POINT;  
THENCE, BEARING SOUTH 88°30'13" EAST, A DISTANCE OF 431.27 FEET TO A POINT;  
THENCE, BEARING NORTH 01°25'13" EAST, A DISTANCE OF 274.82 FEET TO A POINT;  
THENCE, BEARING SOUTH 88°54'24" EAST, A DISTANCE OF 100 FEET TO A POINT;  
THENCE, BEARING NORTH 01°24'07" EAST, A DISTANCE OF 175.71 FEET TO A POINT;  
THE POINT OF BEGINNING



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

September 10, 2003

SUGAR MILL LAKES HOMEOWNERS' ASSOCIATION, INC.  
2307 9 STREET E  
BRADENTO, FL 34208

The Articles of Incorporation for SUGAR MILL LAKES HOMEOWNERS' ASSOCIATION, INC. were filed on September 9, 2003, and assigned document number N03000007765. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H03000271521.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

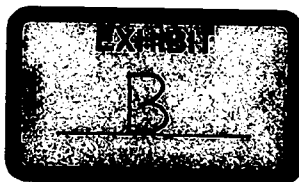
Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at the address given below.

Sincerely,  
Freida Chesser  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 303A00050209

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314



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**ARTICLES OF INCORPORATION**  
**OF**  
**SUGAR MILL LAKES**  
**HOMEOWNERS' ASSOCIATION, INC.**

The undersigned incorporator, a resident of the State of Florida of the age of majority, hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida.

**ARTICLE I**  
**Name and Address**

The name of this corporation is SUGAR MILL LAKES HOMEOWNERS' ASSOCIATION, INC., hereafter sometimes called the "Association." The principal office and mailing address of this corporation shall be 2307 9th Street E., Bradenton, Florida 34208.

**ARTICLE II**  
**Purpose and Powers of the Association**

This Association does not contemplate pecuniary gain or profit to the members thereof. This Association is formed specifically to promote the health, safety and general welfare of the residents within all or any portion of SUGAR MILL LAKES, a single-family subdivision lying and being in Manatee County, Florida, (hereinafter "SUGAR MILL LAKES"). The Association is formed generally to perform any legal act or to perform any legal duty or obligation as may legally be permitted by the Florida Not For Profit Corporation Act, *Florida Statutes*, Chapter 617.

Notwithstanding anything in the above to the contrary, no part of the net earnings of the Association shall inure to the benefit of any member within the meaning of Section 528(c)(D) of the Internal Revenue Code of 1986, nor shall the Association engage in any other activity prohibited by such section, nor shall the Association engage in any other activity or perform any act in violation of any provision governing such tax exempt organizations as determined by the federal revenue laws. The Association's amount of earnings, if any, is not to be taken into account in any manner for the purpose of determining whether there should be a rebate of any assessment paid or the amount of the rebate.

---

Douglas A. Peebles, Esquire/FL Bar #050237  
Grimes Goebel Grimes Hawkins Gladfelter & Galvano, P.A.  
1023 Manatee Avenue West, Bradenton, Florida 34205  
941 748-0151 Fax 941 748-0158

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**ARTICLE III**  
**Membership**

Every person or legal entity who holds legal title of record to a present fee simple interest in any residential lot being a part of SUGAR MILL LAKES, including contract sellers but excluding persons holding title merely as security for performance of an obligation, shall be a member of this Association. A lot owner of more than one such lot shall have one membership for each such lot owned by the lot owner. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment by the Association.

**ARTICLE IV**  
**Corporate Existence**

The Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida. The Corporation shall exist perpetually.

**ARTICLE V**  
**Voting Rights**

This Association shall have two (2) classes of voting membership. The voting rights of each class of membership shall be set forth, and be governed by the Bylaws of the Association.

**ARTICLE VI**  
**Board of Directors**

The business affairs of this Association shall be managed by a Board of Directors. The method of election or appointment of the Board of Directors shall be set forth, and be governed by the Bylaws of the Association.

The names and addresses of the persons constituting the first Board of Directors who shall hold office until their successors are elected or appointed and have qualified, are as follows:

Kent Geartz	5610 33rd Street East Bradenton, Florida 34208
Loreen Vickers	9731 Forrester Drive Bradenton, Florida 34202
Sheila Popp	6307 Turner Gap Road Bradenton, Florida 34203

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**ARTICLE VII**  
**Officers**

This Association shall have the officers described in its Bylaws who shall be elected or appointed at such time and for such terms as is provided in the Bylaws.

**ARTICLE VIII**  
**Subscribers**

The name and residence address of the subscriber to these Articles of Incorporation is as follows:

Loreen Vickers, 9731 Forrester Drive, Bradenton, Florida 34202

**ARTICLE IX**  
**Initial Registered Office and Agent**

The name of the initial registered agent and street address of the initial registered office of the Association is as follows:

Loreen Vickers, 2307 9th Street E., Bradenton, Florida 34208.

**ARTICLE X**  
**Amendment to Articles**

These Articles of Incorporation may be amended as set forth in the *Florida Statutes*, as amended from time to time.

**ARTICLE XI**  
**Indemnity**

The Association shall indemnify any person made a party or threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, pursuant to the provisions contained in the Bylaws of the corporation.

**ARTICLE XII**  
**Interpretation**

Express reference is hereby made to the terms and provisions of the Declaration of Covenants, Condition, Easements and Restrictions of SUGAR MILL LAKES, where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions of these Articles shall be consistent with the provisions of the Declaration, and these Articles shall be interpreted, construed and applied so as to avoid inconsistencies or conflicting results.

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned incorporator of this Association has executed these Articles of Incorporation this 9<sup>th</sup> day of September, 2003.

Loreen Vickers  
Loreen Vickers

STATE OF FLORIDA       )  
COUNTY OF MANATEE    )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2003, by Loreen Vickers who is  personally known to me, or who  has produced \_\_\_\_\_ as identification, and who did not take an oath.



Suzanne L. Hicks  
My Commission ID 153626  
Expires December 06, 2006

Suzanne L. Hicks  
SUZANNE L. HICKS  
(Print Name)

My Commission Expires:

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**DESIGNATION AND ACKNOWLEDGMENT OF REGISTERED AGENT**

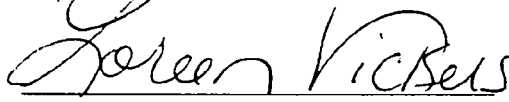
In pursuance of Chapter 48.091, *Florida Statutes*, the following is submitted:

That SUGAR MILL LAKES HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office being located at 2307 9th Street E., Bradenton, Florida 34208, has named Loreen Vickers, with Registered Office at 2307 9th Street E., Bradenton, Florida 34208, as its agent to accept service of process within this state.

**ACCEPTANCE**

Having been named to accept service of process for the above-stated Corporation, at the place designated in this Certificate, I hereby accept to such designation and agree to serve in compliance with all applicable Florida Statutes.

Dated this 9<sup>th</sup> day of September, 2003.

  
Loreen Vickers

U:\Jack\Corporations\Sugar Mill Lakes Homeowners' Association, Inc\Articles of Incorporation.wpd\jmm|September 9, 2003 (10:46am)

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**BY-LAWS**  
**OF**  
**SUGAR MILL LAKES HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I. IDENTIFICATION**

**1.01 Identity:** These are the By-Laws of SUGAR MILL LAKES Homeowners' Association, Inc., a corporation not for profit organized and existing under the laws of Florida, hereinafter called "Association."

**1.02 Purpose:** The Association has been organized for the purpose of maintaining preserving and managing property located in the unincorporated area of Manatee County, Florida, described and in accordance with the "Declaration of Covenants, Conditions and Restrictions for SUGAR MILL LAKES Homeowners' Association, Inc., herein called the "Covenants", and to promote the health, safety and welfare of the owners and residents of such property.

**1.03 Office:** The office of the Association shall be at: 2307 9th Street E., Bradenton, Florida 34208, until otherwise changed by the Board of Directors.

**1.04 Fiscal Year:** The fiscal year of the Association shall be the calender year.

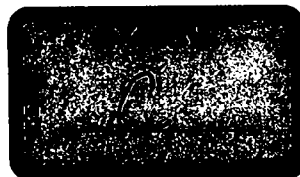
**1.05 Seal:** The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "corporation not for profit" and the year of incorporation.

**ARTICLE II. MEMBERS**

**2.01 Qualification:** The Members of the Association shall consist of all of the record owners of Lots in the Neighborhood which are subject to the Covenants, in accordance with the Covenants.

**2.02 Change of Membership:** Change of membership in the Association shall be established by: (a) recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a change in record title to a Lot in the Neighborhood; and (b) the delivery to the Association of a copy of such instrument. Upon the happening of such events, the owner established by such instrument shall thereupon become a Member of the Association, and the membership of the prior owner shall be terminated.

**2.03 Multiple Owners:** When a Lot is owned by more than one (1) person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each Owner shall be a Member of the Association by virtue of being a record Owner of an interest in a Lot. Lessees of Lots shall not be Members. All matters of voting shall, however, be determined on a Lot basis, as provided in Article III.



2.04 Restraint Upon Assignment of Membership, Shares and Assets: The membership of an owner, and the share of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Lot.

2.05 Evidence of Membership: There shall be no stock or membership certificates in the Association. Membership shall be determined by ownership as herein provided.

**ARTICLE III. VOTING**

3.01 Voting Rights and Voting Classification: The Member or Members who are the record owners of each Lot in the Neighborhood shall be collectively entitled to one (1) vote for each such Lot, as provided in the Covenants and the Articles of Incorporation. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A members shall be all Lot Owners, with the exception of the Developer, and there shall be one (1) vote for each Lot, except as otherwise provided in the Bylaws.

(b) Class B. The sole Class B member shall be the Developer or Declarant, as applicable to the particular phase, and it shall be entitled to cast such number of votes, on each and every matter coming before the membership for a vote thereon, equal to the product obtained when multiplying the number of Class A votes entitled to be cast times four (4). The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(i) When all Lots in the Subdivision have been sold and conveyed by the Developer to third parties; or

(ii) When the Developer elects to transfer control of the Association, in its sole discretion; or

(iii) Three (3) months after ninety percent (90%) of the Lots in each of all of the phases of the community that will ultimately be operated by the Association, i.e. the entire Subdivision, have been conveyed to Lot Owners.

(c) Notwithstanding anything to the contrary contained herein, upon conversion of the Class B membership to Class A membership, the Developer shall become a Class A member with regard to each Lot owned by it, and shall be entitled to one (1) vote for each such Lot on all questions and matters coming before the membership of the Association for a vote thereon.

3.02 Voting Procedures: The single or multiple owners of each Lot who are Class A members shall have one (1) vote for each Lot, and the Developer, as the sole Class B member shall have the number of votes provided for in the Covenants and By-Laws. All determination of requisite majorities and quorums for all purposes under the Covenants, the Articles of Incorporation and these

By-Laws shall be made by reference to the number of Lots owned by Class A Members entitled to vote, plus the number of votes, if any, to which the Class B Member is entitled. Decisions of the Association shall be made by a simple majority of votes entitled to be cast by Members represented at a meeting at which a quorum is present, unless a greater percentage is required by the Covenants, the Articles of Incorporation, or these By-Laws.

3.03 Quorum: A quorum shall exist when Members entitled to cast a majority of all votes are present, either in person, by designating voting representatives, The Articles of Incorporation, or these By-Laws.

3.04 Designation of Voting Representative: The right to cast the vote attributable to each Lot shall be determined, established and limited pursuant to the provisions of this section:

(a) **Single Owners:** If the Lot is owned by one (1) natural person, that person shall be entitled to cast the vote for his or her Lot.

(b) **Multiple Owners:** If a Lot is owned by more than one (1) person, either as co-tenants or joint tenants, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners and filed with the Secretary of the Association.

(c) **Life Estate with Remainder Interest:** If a Lot is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the Lot. If the life estate is owned by more than one (1) person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a Lot in fee in the same manner as the life tenants own the life estate.

(d) **Corporations:** If a Lot is owned by a corporation, the officers or employees thereof entitled to cast the vote for the Lot shall be designated by a certificate executed by an executive officer of the corporation and attested by the Secretary or an Assistant Secretary, and filed with the Secretary of the Association.

(e) **Partnership:** If a Lot is owned by a general or limited partnership, the general partner entitled to cast the vote for the Lot shall be designated by a certificate executed by all general partners and filed with the Secretary of the Association.

(f) **Trustees:** If a Lot is owned by a trustee, such trustee or trustees shall be entitled to cast the vote for the Lot. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for the Lot by a certificate executed by all trustees and filed with the Secretary of the Association.

(g) **Estates and Guardianships:** If a Lot is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal

Representative or Guardian shall be entitled to cast the vote for such Lot upon filing with the Secretary of the Association a current certified copy of or her Letters of Administration or Guardianship.

(h) **Tenants by the Entirety:** If a Lot is owned by a husband and wife as tenants by the entirety, they may designate a voting Member in the same manner as other multiple owners. If no certificate designating a voting Member is on file with the Association, and only one (1) of the husband and wife is present at a meeting, he or she may cast the vote for their Lot without the concurrence of the other owner. If both spouses are present, they may jointly cast the vote for their Lot, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the Lot may still be counted for purposes of a quorum.

(i) **Leases:** If a Lot is leased, the Owner-lessor shall be entitled to cast the vote for the Lot, except that the Owner may designate a lessee as the person entitled to cast the vote for the Lot by a certificate executed by all Owners and filed with the Secretary of the Association.

(j) **Certificate:** Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. In the absence of a valid certificate, a Lot shall not be counted in determining a quorum unless all Owners required to execute such certificate are present, in person or by proxy, and such Lot owners shall lose their vote on any particular matter unless they concur on the manner in which the vote of the Lot is to be cast on that matter.

3.05 Approval or Disapproval of Matters: Whenever the decision of a Lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Covenants or these By-Laws.

3.06 Proxies: Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative, or the owner, if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary prior to the appointed time of the meeting or any adjournment thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. No one person may be designated to hold more than fifteen (15) proxies. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

3.07 Method of Voting: Subject to the provisions of the Covenants, voting may be by roll call, voice vote or by written ballot; provided, however, that whenever written approval is required by the Covenants, or whenever any amendment to the Covenant is proposed, or when any borrowing of funds, pledge, or other disposition of common properties or assets is proposed, the voting shall

be by written ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "yeas" and "nays"; provided, that any five (5) voting Members, or the chairman, may require a roll call vote or vote by written ballot.

#### **ARTICLE IV. MEETINGS OF MEMBERS**

**4.01 Annual Meeting:** The annual meeting of the Members shall be held during the month of June of each year on a day and at a time determined by the Board of Directors; provided that the notice pursuant to Section 4.03 is given at least thirty (30) days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing Directors, and transacting any other business authorized to be transacted by the Members.

**4.02 Special Meetings:** Special meetings of the Members shall be held whenever called by the President, Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from voting Members entitled to cast not fewer than fifteen (15%) percent of the total number of votes.

**4.03 Notice of Meetings:** Notice of all meetings of the Members, stating the time, place and objects for which the meeting is called, shall be given by the President or Vice President or Secretary, unless waived in writing. All such notices shall be given in writing to each Member at his or her address, as it appears on the books of the Association, or as the Member may have otherwise directed in writing, and shall be mailed or delivered not fewer than ten (10) days, nor more than thirty (30) days, prior to the date of the meeting. A duplicate notice shall be furnished to the designated voting representative if such voting representative is not also an owner. The notice for any meeting at which assessments against Lot owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such mailing or delivery shall be given by Affidavit of the person giving the notice. Notice of meetings may be waived in writing before, during or after meetings.

**4.04 Place:** Meetings of the Association Members shall be held at such place in Manatee County, Florida, as the Board of Directors may designate in the Notice of Meeting.

**4.05 Adjournment:** If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

**4.06 Order of Business:** The order of business at annual meetings, and as far as practical at all special meetings, shall be:

- (a) Election of Chairman of the meeting (if necessary).
- (b) Calling of the roll and certifying of the proxies.
- (c) Proof of notice of the meeting or waiver of notice.

- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Announcements.
- (k) Adjournment.

4.07 Action Without Meeting: Whenever the affirmative vote or approval of the Members is required or permitted by the Covenants or these By-Laws, such action may be taken without meeting if Members entitled to cast not fewer than seventy-five (75%) percent of the votes if such meeting were held, shall agree in writing that such action be taken and waive the necessity of such meeting. Provided, however, that if a greater percentage approval is required, that not less than such percentage must so agree in writing. Provided further that the Covenants, Articles of Incorporation and these By-Laws may not be amended without a meeting. Notice of the action so taken shall be given in writing to all Members who did not approve such action in writing within ten (10) days of such approval.

4.08 Proviso: Provided, however, that until the Developer has terminated its control of the Association and its affairs in accordance with the Covenants, the proceedings of all meetings of the Members of the Association shall have no effect unless approved by the Board of Directors, except for the rights of the Class A Members to vote to elect Directors.

## ARTICLE V. DIRECTORS

5.01 Number: The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors, the exact number to be determined by the Members from time to time prior to the annual election of Directors. The Board of Directors shall at all times be comprised of an odd number of members. Until otherwise determined by the Members, there shall be three (3) Directors.

5.02 Election of Directors: The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual meeting of the Members. A nominating committee of not less than three (3) nor more than five (5) Members may be appointed by the Board of Directors not less than thirty (30) days prior to the annual meeting of the Members. The nominating committee shall nominate at least one (1) person for each Directorship. Other nominations may be made from the floor, and nominations for additional directorships, if any, created at the meeting shall be made from the floor.

(b) The election shall be by ballots, unless dispensed with by unanimous consent, and by a plurality of the votes cast, each person voting being entitled to cast his or her vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) Any Director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of all Lot owners. A special meeting of the Lot owners to recall a Member or Members of the Board may be called by ten (10%) percent of the Lot owners giving notice of the meeting as required for a meeting of Lot owners, and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by vote of the Members of the Association at the same meeting.

(d) So long as Class B Membership Status continues under the Covenants, the Developer shall be vested with the power to designate, remove and replace the Members of the Board of Directors. Developer appointed directors need not be owners of Lots. The Board of Directors designated by Developer shall serve until the first election of Directors. Any vacancies occurring prior to the first election shall be filled by the remaining Directors.

(e) The first election of Directors may be held when Class A Members have votes equal to 50% of the total number of Lots. Within sixty (60) days after such time, the Board shall call a meeting of the Members and give not fewer than thirty (30) days notice of such meeting. At such meeting, the Class A Members shall be entitled to elect one Director. The remainder of the Board of Directors shall continue to be designated, removed and replaced by Developer. The Directors elected and designated at the first election shall serve until the annual meeting date that is not less than eighteen (18) months following such election or until the Developer's Class B Membership status terminates pursuant to the Covenants, whichever first occurs. If Developer Class B Membership has not terminated, then the Class A Members shall elect the number of Directors to which they are entitled under the Covenants and these By-Laws, and the Developer shall designate the remaining Directors. Board Members so elected and designated shall serve until the next annual meeting, unless in the interim Class B Membership terminates and a special meeting and election are held pursuant to Section 5.02(f) of these By-Laws.

(f) When Developer's Class B Membership terminates and the Developer is deemed to be a Class A member pursuant to Section 720.307, Florida Statutes, 2003, as amended from time to time, and Article VI, Paragraph 8 of the Covenants, then the Developer shall call a special meeting within sixty (60) days after such date, as provided in the Covenants. At such special meeting all Class A Members shall elect a Board of Directors, to serve until the next annual meeting. Thereafter, Directors shall be elected annually at the annual meeting. Director's terms may be staggered so that some Directors serve for longer than one (1) year.

(g) Developer may waive its right to elect or designate any one or more Directors if otherwise has the right to designate under the Covenants and these By-Laws, which waiver shall, however, apply only to the specific election at which the waiver is made. If Developer does waive



such right, the Class A Members shall elect the Board Member or members who would otherwise have been elected or designated by Developer.

5.03 Term: Subject to the provisions of Section 5.02, and subject to the establishment of staggered terms, the term of each Director's service shall extend to the next annual meeting of the Members and thereafter until his or her successor is duly elected and qualified, or until he or she is removed in the manner elsewhere provided.

5.04 Qualifications: All Directors shall be Members of the Association; provided, however, that any Director elected or designated by Developer pursuant to these By-Laws need not be a Member. An officer of any corporate owner and a general partner of any partnership owner shall be deemed a Member for the purposes of qualifying for election to the Board of Directors.

5.05 Vacancies: Except as otherwise provided herein, if the office of any Director becomes vacant, whether by reason of death, resignation, retirement, disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of the Director he or she is replacing. Vacancies following removal of office pursuant to Section 5.02(c) shall be filled as therein provided. Any vacancy in the Board of Directors occurring during the time that the Class B Members and Class A Members share authority to elect and designate Directors shall be filled in the manner in which the Director who has vacated his or her office was originally elected or designated; i.e., if elected by Class A Members, the vacancy shall be filled by special election by Class A Members, and if designated or elected by Developer, then Developer shall select and designate a person to fill such vacancy.

5.06 Disqualification and Resignation: Any Director may resign at any time by sending written notice to the Secretary of the Association. Such resignation shall take effect upon receipt by the Director who must be a Member of the Association. After the Class B Membership status has terminated pursuant to the Covenants, more than three (3) consecutive unexcused absences from regular Board meetings shall be deemed a resignation, which shall be effective upon acceptance by the Board.

5.07 Voting: All voting for the election of Directors shall be as provided in Article III hereof.

5.08 Organization Meeting: The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of its election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

5.09 Regular Meetings: The Board may, from time to time, establish a schedule of regular meetings to be held at such time and place as the Board may designate. Any regular scheduled meetings may be dispensed with upon written concurrence of not less than two-thirds (2/3) of the Members of the Board.

5.10 Special Meetings: Special Meetings of the Directors may be called by the President and must be called by the Secretary or an Assistant Secretary at the written request of one-third (1/3) of the Directors.

5.11 Notice: Notice of each regular or special meeting shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the meeting date. All notices shall state the time and place of the meeting, and if a special meeting, the purposes thereof. Any Director may waive notice of a meeting before, during or after the meeting, and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall be deemed a waiver of Notice by him.

5.12 Quorum: A quorum at Director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval of a greater number of Directors is required by the Covenants or these By-Laws.

5.13 Adjourned Meeting: If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.14 Joinder in Meeting by Approval of Minutes: The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes or to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

5.15 Meetings Open: Meetings of the Board of Directors shall be open to all Members.

5.16 Presiding Officer: The presiding officer at Director's meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the Directors shall designate one (1) of their Members to preside.

5.17 Directors' Fees: Directors' fees, if any, shall be determined by the Members of the Association; provided, Directors designated by the Developer shall not be entitled to Directors' fees.

5.18 Order of Business: The order of business of Directors' meetings shall be:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers, if any.

- (f) Unfinished business.
- (g) New business.
- (h) Announcements.
- (i) Adjournment.

## **ARTICLE VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**6.01 General Powers:** All powers specifically set forth in the Covenants, Articles of Incorporation and these By-Laws, and all powers incident thereto or reasonably to be inferred therefrom.

**6.02 Enforcement and Fines:** The Board of Directors shall enforce by legal means, provisions of the Covenants, the Articles of Incorporation, the By-Laws and Rules and Regulations for the use of the common property. 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 \$25.00 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 and 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 written 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 thirty (30) days for any single infraction of the Rules and Regulations of the Association. Provided, however, that any suspension of such right to the 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.

**6.03 Budget and Assessments:** To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Covenants and these By-Laws.

**6.04 Employment:** To employ, dismiss, control and contract for personnel and contractors for the administration of the Association, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

6.05 Rules and Regulations: To adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association and operation and use of any common property, subject to the Covenants and By-Laws. Provided, however, that any rules or regulations adopted by the Board may be supplanted, amended or rescinded by affirmative vote of the owners of not less than two-thirds (2/3) of the Lots subject to the Covenants. Any such rules or regulations approved by the owners shall not thereafter be amended or rescinded by affirmative vote of the owners of not less than two-thirds (2/3) of the Lots subject to the Covenants. Any such rules or regulations approved by the owners shall not thereafter be amended or rescinded except upon affirmative vote of the owners of not less than two-thirds (2/3) of the Lots subject to the Covenants.

6.06 Committees: To create and disband such committees as the Board may from time to time determine as reasonably necessary or useful in and about the administration of the Association and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Covenants, Articles of Incorporation and By-Laws. All committees of the Association shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board of Directors. Nothing contained herein shall restrict the authority of the Members to create, elect and disband such committees, or from modifying the duties and responsibilities of such committees. Any such action of the Members shall not be amended or rescinded except by the Members. Nothing contained herein shall be deemed to restrict the authority of the President of the Association from appointing advisory committees not inconsistent with committees created by the Board of Directors and the Members.

6.07 Cooperative Management and Operation: To enter into agreements with other Neighborhood Associations, providing for the joint or cooperative implementation of Section 6.04, and Cooperative Purchasing Agreements and contracting for maintenance, repair, insurance and other items of common expense. In entering such agreements, the Board shall have the authority to apportion the expenses incurred pursuant to such agreements, so long as such apportionment is made in good faith and in a fair, equitable and reasonable manner. Expenses incurred pursuant to such agreements, whether by direct attribution or such apportionment, shall be a common expense.

## **ARTICLE VII. OFFICERS**

7.01 Officers and Election: The officers of the Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer, a Secretary and such other officers as may be determined from time to time by the Board, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by a majority vote of all Directors at any meeting. Any person may hold two (2) offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall designate the powers and duties of such other officers as it may create.

7.02 President: The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties which are usually vested in the office of the President of an Association; including but not limited to the power to appoint advisory committees from time to

time, from among the Members or others as he or she may, in his or her direction, determine appropriate, to assist in the conduct of the affairs of the Association. He or she shall serve as Chairman at all Board and Membership meetings.

7.03 Vice President: The Vice President shall, in the absence or disability of the President exercise the powers and perform the duties of the President. He or she shall also generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

7.04 Secretary and Assistant Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and Members. He or she shall attend to the giving and serving of all notice to the Members and Directors, and other notices required by law and the Condominium documents. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties incident to the office of Assistant Secretary.

7.05 Treasurer: The Treasurer shall have the custody of all the property of the Association including funds, securities and evidences for indebtedness. He or she shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments and he or she shall perform all other duties incident to the office of Treasurer.

7.06 Compensation: The compensation of all officers and employees of the Association shall be fixed by the Directors. The provisions that Director's fees shall be determined by Members shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management services. No officer who is a designee of the Developer shall receive any compensation for his or her services.

7.07 Indemnification of Directors and Officers: Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he or she may be a party or on which he or she may become involved by reason of his or her being or having been a Director or officer of the Association, whether or not he or she is Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7.08 Term: All officers shall hold office until their successors are chosen and qualify.

## ARTICLE VIII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Covenants shall be supplemented by the following provisions:

8.01 Accounting: Receipts and expenditures of the Association shall be credited and charged to accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be common expenses:

(a) **Current Expenses:** Current expenses shall include all receipts and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves. The balance in this fund at the end of each year shall be applied to reduce the regular assessment for current expenses for the succeeding year or to fund reserves. The current expense classification shall be detailed and shall include, but not to be limited to, the following subclassifications where applicable:

- (i) Administration of the Association.
- (ii) Management fees.
- (iii) Maintenance.
- (iv) Rent for recreational and other commonly used facilities.
- (v) Taxes upon Association property.
- (vi) Insurance.
- (vii) Security provisions.
- (viii) Other expenses.
- (ix) Operating capital.
- (x) Contingency funds for advancement of special and service assessments.

(b) **Reserves for Deferred Maintenance:** Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) **Reserve for Capital Expenditures and Replacement:** Reserves for capital expenditures and replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) **Additional Accounts:** The Board may establish additional accounts for specifically authorized improvements, or other categories consistent with accepted accounting practices.

(e) **Reserves for Future Capital Improvements.** Reserves for Capital Improvements shall include funds for the construction, purchase, modification or improvement of future capital improvements in addition to those originally contemplated or indicated on the Plat.

8.02 Budget: The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and funds for required reserves, and may provide funds for specifically proposed and approved improvements.

8.03 Procedure: The Board of Directors shall adopt a budget in accordance with the Covenants.

8.04 Assessments and Apportionment: Regular annual assessments against a Lot owner for his or her share of the items of the budget shall be made in advance on or before December 20 preceding the year for which assessment is made. Such assessment shall be due either annually or, at the discretion of the Board, in four (4) equal quarter annual installments, which shall come due on the 1<sup>st</sup> day of January, April July and October of the year for which assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due from the 1<sup>st</sup> day of each month until changed by an amended Regular Assessment. In the event the Regular annual assessment proves to be insufficient, the budget may be amended at any time by the Board and a Special Assessment levied. The Special Assessment shall be due on the 1<sup>st</sup> day of the month next following the month in which the Special Assessment is made or as otherwise provided by the Board of Directors. Special Assessments may be made from time to time by the Board as it deems necessary, with Membership approval where required.

(a) Assessment Apportionment. The Owner(s) of each Lot shall bear their pro-rata share of all Assessments, whether annual, special or otherwise, which is levied by the Board of Directors of the Association for all general Assessments based on the number of Lots approved for the total Development. Notwithstanding the foregoing, while the developer is in control of the homeowners' association, at the Developer's discretion, it may be excused from payment of its share of the operating expenses and assessments related to its parcels for any period of time for which the developer has obligated itself to pay any operating expenses incurred that exceed the assessments receivable from other members and other income of the association.

(b) Date of Commencement of Assessments. The Assessments on each Lot shall commence on the closing of the sale of such Lot by the Developer. Assessments shall be prorated and paid in advance on the closing date based upon the remaining days in the applicable Assessment period. As to Lots owned by Developer, assessments shall commence when the Developer ceases to be obligated to pay operating expenses of the Association incurred that exceed the assessments receivable from other members and other increases of the Association (the "Developer Subsidiary"). The Developer shall be obligated to provide the Developer Subsidiary for the first calendar year after the recording of the Declaration and Developer shall have the right to extend the Developer Subsidiary for up to three (3) additional one (1) year periods provided written notice of such extension is given by Developer to Association prior to the end of the then current Developer Subsidiary period.

8.05 Acceleration of Assessments: Upon default in payment, the Board may elect to accelerate remaining installments of Regular or Special Assessments, and such assessments shall stand accelerated ten (10) days after delivery or receipt of such notice to or by the delinquent lot owner, or twenty (20) days after mailing of such notice by certified or registered mail, whichever first occurs.

8.06 Expenditures: All funds of the Association shall be expended only upon authorization of the Board of Directors. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Funds derived from Special Assessments and funds in reserves shall be expended solely for the purpose for which such assessment was made or reserve established. Contingency funds may be expended for any legitimate purpose by action of the Board.

8.07 Depository: The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of Board of Directors. Except as otherwise required by law or the Covenants, funds of the Association may be co-mingled with other Association funds or kept in separate accounts.

8.08 Audit: After Developer transfers complete control of the Association, a report of the accounts of the Association shall be made annually by the Board, and a copy of the report shall be furnished to each Member not later than April 1 of the year for which the report is made. At least every three years, the report shall include an audit by a certified public accountant.

8.09 Fidelity Bonds: Fidelity Bonds shall be required by the Board of Directors from all persons handling or responsible for the Association's funds. The amounts of such bonds shall be determined by the Directors of the Association. The premiums on such bonds shall be paid by the Association as a common expense.

#### **ARTICLE IX. PARLIAMENTARY RULES**

Robert Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association, the Board of Directors and Committees of the Association when not in conflict with the Covenants, Articles of Incorporation or these By-Laws.

#### **ARTICLE X. AMENDMENT**

These By-Laws may be amended by the Members of the Association at any regular or special meeting duly called for that purpose by the affirmative vote of an absolute majority of all votes entitles to be cast. 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. HUD/VA has the right to veto amendments during the time that Class B Members have and exercise the right to control the Association.

**ARTICLE XI. MISCELLANEOUS**

The provisions of these By-Laws shall be construed together with the Covenants and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the provisions of the Covenants or Articles, the provisions of the Covenants or Articles shall control. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to implement its obligations and authorities under the Covenants. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and use of the plural shall include the singular and the singular shall include plural. Unless the context shall otherwise require, terms used herein shall have the same meanings as set forth in the Covenants.

The foregoing was adopted as the By-Laws of the Association at the organizational Meeting of the Board of Directors on the 25 day of September, 2003.

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

By: Sharon Vickers  
Its: PRESIDENT

U:\Jack\Corporations\Sugar Mill Lakes Homeowners' Association, Inc\Bylaws.wpd\slh\September 23, 2003 (4:30pm)

**EXHIBIT "D"****SUGAR MILL LAKES PHASE I, A SUBDIVISION****LISTING OF HOLDINGS**

The following is a complete listing of all common open space and improvements of the **SUGAR MILL LAKES HOMEOWNERS ASSOCIATION, INC.** a non-profit Florida corporation. This organization has been established for the ownership and maintenance of all land, buildings, equipment, facilities, and other holdings as described, and depicted on the plat as "Tracts A, B, C, D, E, F & G and Wetland Area B.

1. **TRACTS "A, B, and C"** Consist of open space and landscape buffers
2. **TRACT "D"** Consists of a neighborhood park with child playground equipment with a multi-purpose asphalt court, grassed playing field, parking area and child playground equipment.
3. **TRACT "E"** Consists of a neighborhood park with a Tot Lot
4. **TRACTS "F and G"** Consist of lakes with open spaces and for the purpose of storm water drainage retention. The lake area, if required, will be planted with permitted plant species in accordance with the Southwest Florida Water Management District permits and Manatee County approvals.
5. **TRACT "H"** Consists of a wetland and a conservation easement with sketch and description provided.

**EXHIBIT "E"**

**MAINTENANCE PROGRAM FOR SUGAR MILL LAKES PHASE I**

A maintenance program has been established for the operation and care of the subdivision amenities. The following is a schedule for the inspection and maintenance of all lands, streets, facilities, and uses under the purview of the Sugar Mill Lakes Phase I.

- |                  |   |
|------------------|---|
| Bi-weekly:       | Landscape and Lawn Service.                                     |
| Monthly:         | Tree and Landscape Service.                                     |
| Quarterly:       | Cleaning and maintenance of all Lake areas.                     |
| Annually:        | Inspect other common area improvements and repair as necessary. |
| Every two years: | Inspection and report due to SWFWMD for retention areas.        |

**EXHIBIT "F"****RIGHT OF ENTRY****And****COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE**

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards), Section 909.5, and are hereby incorporated as part of the Declaration of Covenants, Conditions, and Restrictions for

**Sugar Mill Lakes Phase I**

- I. **Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Community Common Areas as may be necessary to perform those duties.
- II. **Ownership of the Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Community Association shall not dispose of any Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
- III. **Disturbance of Common Areas.** No lands in the Common Open Space 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 Manatee County Planning Director.
- IV. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-rata and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefore, and shall become a lien on the property if unpaid at the end of such period.
- V. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
- VI. Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

**Composite Exhibit "G" 1 of 2**  
**SUGAR MILL LAKES HOMEOWNER'S ASSOCIATION , INC.**  
**2004 Proposed Budget**

	Annual Budget <u>Amount</u>	Annual Assessment <u>Per Lot</u>	Monthly Assessment <u>Per Lot</u>
<u>EXPENDITURES</u>			
<b>ADMINISTRATION</b>			
Administrative and Accounting	\$968.00	\$11.00	\$0.92
Bank Charges	\$264.00	\$3.00	\$0.25
Professional Fees	\$1,672.00	\$19.00	\$1.58
State Annual Report	\$176.00	\$2.00	\$0.17
Liability Insurance/ E&O	\$3,696.00	\$42.00	\$3.50
<b>TOTAL ADMINISTRATION</b>	<b>\$6,776.00</b>	<b>\$77.00</b>	<b>\$6.42</b>
<b>MAINTENANCE</b>			
Lawn & Common Grounds Maintenance	\$11,880.00	\$135.00	\$11.25
Lawn & Common Ground Irrigation Maintenance	\$5,720.00	\$65.00	\$5.42
Electricity	\$2,464.00	\$28.00	\$2.33
Misc. Grounds Repairs and Maintenance	\$4,400.00	\$50.00	\$4.17
Maintenance of Recreation and Play Areas	\$1,320.00	\$15.00	\$1.25
<b>TOTAL MAINTENANCE</b>	<b>\$27,544.00</b>	<b>\$313.00</b>	<b>\$26.09</b>
Maintenance/Replacement Reserve	\$1,760.00	\$20.00	\$1.67
<b>Total 2004 Proposed Association Budget</b>	<b><u>\$34,320.00</u></b>	<b><u>\$390.00</u></b>	<b><u>\$32.50</u></b>

This is a proposed budget, a final budget shall be prepared after determination of the type of units to be constructed upon the Sugar Mill Lakes lands and will include the expense of common amenities, if any. This budget is being provided in accordance with Manatee County platting requirements. This budget may not be relied upon as an accurate accounting or projection of expenses, but is provided as a guideline and example for the budget process.

## Composite Exhibit "G" 2 of 2

SUGAR MILL LAKES HOMEOWNERS' ASSOCIATION, INC.  
TEN YEAR BUDGET PROJECTION 2004-2013

EXPENDITURES	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
<b>Administration</b>										
Accounting	\$968.00	\$1,016.40	\$1,067.22	\$1,120.58	\$1,176.61	\$1,235.44	\$1,297.21	\$1,362.07	\$1,430.18	\$1,501.69
Bank Charges	\$264.00	\$277.20	\$291.06	\$305.62	\$320.89	\$336.94	\$353.79	\$371.48	\$390.06	\$409.55
Professional Fees	\$1,672.00	\$1,755.60	\$1,843.38	\$1,935.55	\$2,032.33	\$2,133.95	\$2,240.64	\$2,352.67	\$2,470.31	\$2,593.82
State Annual Report	\$176.00	\$184.80	\$194.04	\$203.74	\$213.93	\$224.63	\$235.86	\$247.65	\$260.03	\$273.03
Liability Insurance	\$3,696.00	\$3,880.80	\$4,074.84	\$4,278.58	\$4,492.51	\$4,717.14	\$4,952.99	\$5,200.64	\$5,460.68	\$5,733.71
<b>TOTAL</b>	<b>\$6,776.00</b>	<b>\$7,114.80</b>	<b>\$7,470.54</b>	<b>\$7,844.07</b>	<b>\$8,236.27</b>	<b>\$8,648.08</b>	<b>\$9,080.49</b>	<b>\$9,534.51</b>	<b>\$10,011.24</b>	<b>\$10,511.80</b>
<b>Repairs/Maintenance</b>										
Lawn and Common	\$11,880.00	\$12,474.00	\$13,097.70	\$13,752.59	\$14,440.21	\$15,162.22	\$15,920.34	\$16,716.36	\$17,552.18	\$18,429.79
Irrigation	\$5,720.00	\$6,006.00	\$6,306.30	\$6,621.62	\$6,952.70	\$7,300.33	\$7,665.35	\$8,048.61	\$8,451.05	\$8,873.60
Electricity	\$2,464.00	\$2,587.20	\$2,716.56	\$2,852.39	\$2,995.01	\$3,144.76	\$3,302.00	\$3,467.10	\$3,640.45	\$3,822.47
Miscellaneous	\$4,400.00	\$4,620.00	\$4,851.00	\$5,093.55	\$5,348.23	\$5,615.64	\$5,896.42	\$6,191.24	\$6,500.80	\$6,825.84
Maint. Rec. Area	\$1,320.00	\$1,386.00	\$1,455.30	\$1,528.07	\$1,604.47	\$1,684.69	\$1,768.93	\$1,857.37	\$1,950.24	\$2,047.75
<b>TOTAL</b>	<b>\$25,784.00</b>	<b>\$27,073.20</b>	<b>\$28,426.86</b>	<b>\$29,848.22</b>	<b>\$31,340.62</b>	<b>\$32,907.64</b>	<b>\$34,553.04</b>	<b>\$36,280.70</b>	<b>\$38,094.72</b>	<b>\$39,999.45</b>
Maint./Replacement Reserve	\$1,760.00	\$1,848.00	\$1,940.40	\$2,037.42	\$2,139.29	\$2,246.26	\$2,358.57	\$2,476.50	\$2,600.32	\$2,730.34
<b>TOTAL BUDGET*</b>	<b>\$34,320.00</b>	<b>\$36,036.00</b>	<b>\$37,837.80</b>	<b>\$39,729.71</b>	<b>\$41,716.18</b>	<b>\$43,801.98</b>	<b>\$45,992.10</b>	<b>\$48,291.71</b>	<b>\$50,706.28</b>	<b>\$53,241.59</b>

\*Additional reserve of \$6,600.00 not included. To be derived from an initial \$75.00 per lot contribution and replenished as needed.

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**EXHIBIT "H"**

**FISCAL PROGRAM FOR SUGAR MILL LAKES PHASE I**

An estimated ten year Fiscal Program has been established to provide adequate reserve funds for the care of the amenities and operation of the maintenance program. The proposed funds will be collected as required by the Declaration of Protective Covenants, Conditions, Easements, and Restrictions to which each lot is subject.

Subsequent years may require additional funds which will be assessed and collected as required by the Declaration of Protective Covenants, Conditions, Easements, and Restrictions to which each lot is subject.

## **EXHIBIT "I"**

### **NOTICE TO BUYERS**

**To the purchasers of lots in Sugar Mill Lakes, a Subdivision, Manatee County, Florida:**

You are hereby notified that the purchase of your lot is subject to:

1. The Declaration of Protective Covenants, Conditions, Easements and Restrictions of SUGAR MILL LAKES, as amended from time to time ("Declaration"), a copy of which Declaration is provided to you upon execution of your contract to purchase.
2. Ownership of a lot in SUGAR MILL LAKES automatically makes you a member of SUGAR MILL LAKES Homeowners' Association, Inc. ("Association").
3. The plat for SUGAR MILL LAKES and any amendments thereto.
4. The Developer (as defined in the Declaration) currently owns the Community Common Areas, and may continue to do so as long as it is a Class B member of the Association, or may convey same to the Association sooner. The Association has the right and power to assess and collect, as provided in its Bylaws and/or the Declaration, the cost of maintenance of the Community Common Areas and mandatory lawn and landscaping maintenance of the Lots, the Parking Areas and the Carport Canopies (if any), as all such terms are defined in the Declaration.
5. The initial proposed assessment by the Association is \$390.00 per year, per Lot, \$20.00 of which is initially proposed to be applied to Association reserve accounts for deferred maintenance, capital repair and/or replacements, and/or future capital improvements. You are hereby notified that the Association may increase that amount as may be required to maintain (and provide reserves for) the Community Common Areas, landscaping and other amenities of SUGAR MILL LAKES.
6. In addition to regular and special assessments, Lot Owners and their Lots are subject to the requirement for payment of an initial and ongoing assessments to establish an initial startup capital reserve. The initial startup capital reserve assessment shall be initially \$75.00 and shall be due upon the initial sale of a Lot to a Lot Owner other than Developer. Thereafter, the Lot Owners may be assessed other or additional amounts from time to time, as is necessary to replenish and maintain the startup capital reserve as such is depleted from time to time. All moneys so assessed and collected by the Association, shall be held in a interest bearing account and may only be used for capital improvements within the Development which are approved and authorized by the Association. Each Lot Owner is required to pay such Capital Contribution Fee and payment of same may be enforced against individual Lot Owners and/or their Lots.



7. Title to your Lot is subject to nonexclusive easements for parking (in areas designated in accordance with the Plat and in accordance with the Master Plan, as defined in the Declaration), central systems (e.g., landscaping, drainage, utilities), pedestrian usage of sidewalks and access, as set forth in the Declaration or on the Plat.
8. Buyer(s) acknowledge that the local permitting authority for surface water permits is not in any way related to Seller. Buyer(s) understand and acknowledge that lakes and/or wetlands located with the Development are designed as stormwater management areas and are not designed solely for aesthetic features. Due to possible seasonal fluctuations in groundwater elevations within the area of the Development, the water levels in lakes and/or wetlands within or adjacent to the Development may rise and fall. Buyer(s) further understand and acknowledge that Seller, its employees, agents, and assigns, have no control over such fluctuations. As such, Buyer(s) agree that he/she cannot hold the Seller, its employees, agents, or assigns, responsible for these fluctuations should they occur.
9. Buyer(s) acknowledge that certain wetland and wetland buffer areas have been established and set aside as protected and/or restricted use areas within the Development. For this purpose, a portion of the common land is subject to a Conservation Easement in favor of Manatee County and is recorded at OR Book \_\_\_\_\_ Page \_\_\_\_\_. Said wetland and wetland buffer areas are subject to any and all conditions imposed upon same by certain Conservation Easements in favor of various governmental and regulatory authorities which Conservation Easements have been recorded in the Public Records and shall run with the land. Restrictions and limitations for said wetland and wetland buffer areas may be established by the Developer, Association, and by the Conservation Easement. Buyer(s) acknowledge that such restrictions, rules and regulations, may limit or restrict the use of the wetland and wetland buffer areas by persons including Lot Owners and that such restrictions, rules and regulations may further require that the Association maintain the wetland and wetland buffer areas in proper condition and that the Association and therefore its Lot Owners are required to pay the costs related to same. Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of this Conservation Easement without prior written consent of Grantee:
  - Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground.
  - Construction or placing of utilities on, below or above the ground without appropriate local, state, and federal permits or other authorization.
  - Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
  - Removal, mowing, or trimming of trees, shrubs or other vegetation.
  - Application of herbicides, pesticides or fertilizers.
  - Excavation, dredging or removal of loam, peat, gravel, soil rock or other material substances in such manner as to affect the surface.
  - Surface use except for purposes that permit the land or water areas to remain in its natural condition.

- Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
  - Acts or uses detrimental to such retention of land or water areas.
10. Buyer(s) acknowledge that Buyer(s) Lot and the Development are subject to the restriction that the use of the Manatee County or other municipal potable water supply for in-ground and/or underground irrigation purposes is prohibited.
11. **Prior to the issuance of a Certificate of Occupancy** each lot shall include required canopy trees\* installed by the developer and/or builder at Lot purchaser's expense. It is the lot owners responsibility to maintain such trees which cannot be removed unless replaced with a similar type and size of tree. In the event a tree dies or is removed, the owner of the lot is responsible to replace the tree within 30 days. The trees shall be planted within 25 feet of the right of way of the street and shall be located at least every 50 feet, more particularly described below. Trees shall not be planted within an public or private easement. Additional restrictions, requirements, and limitations as to size, type, quality, quantity, location, maintenance requirements, and other more detailed requirements may be contained in the Canopy Tree List and/or may be contained within the duly promulgated rules and regulations of the Association as may amended from time to time. Each lot shall contain the trees as indicated on the Tree Schedule attached hereto as **Exhibit I(i)** and made part hereof:
- \* 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.
12. The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration, the License Agreements, the Plat, the Conservation Easements, or any other lot sales or construction contract between you and the Developer.
13. There may be other common private improvements, requirements, restrictions, or limitations which are the responsibility of or must be adhered to by the Homeowner's Association which are filed of record and may be found in the Records Management department of the Manatee County Planning Department under File No. PDR-01012/FSP-02-78, Sugar Mill Lakes, Phases 1,2 and 3. A copy of which is also available for review in Seller's offices.
14. Each property owner within the subdivision at the time of construction of a building, residence or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District and any other SWFWMD requirements.

15. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the Southwest Florida Water Management District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Regulations Manager, Venice Service Office.
16. Lot Owners purchasing lake front Lots or Lots adjacent to the perimeter buffer area shall have additional obligations for maintenance of certain areas outside of the Lot as more particularly described in the Covenants. All Lot Owners shall be responsible to maintain the sodded areas between their Lot and the edge of payment, notwithstanding that said sodded area may be outside of the Lot Owners Lot.
17. A Tot Lot or child's play; soccer and sports fields, and other recreational areas ("Recreational Areas") may be provided as a common element or made available as an amenity for the use of Lot Owners and their invited guests. Buyer acknowledges that said Recreational Areas will not be supervised by the Association and that constant adult supervision is required and to be provided by the Lot Owner for its children and the children of its invited guests. The Association assumes no liability for the safety of children utilizing the Recreational Areas and shall not be responsible for injury, loss, death, sickness or the intentionally wrongful or criminal acts of others. The Lot Owner waives any and all liability against the Association for any injury or loss that Lot Owner, its children, or its invited guests and their children may suffer as a result of use of any Recreational Area. The Plat indicates future phases of the Development which are intended to be developed and constructed at some future date. Said Plat may depict certain amenities or recreational areas which are intended to be constructed in future phases. It is the intention of the Seller and Developer that a Buyer of a Lot in a certain phase shall have the right to utilize the recreational areas and amenities depicted in another phase. However, due to unforeseen circumstances it is possible that a future phase, and thus the amenities intended to be constructed in said future phase, may not be developed or constructed. In such instance, Buyer shall have no right to utilize the recreational amenities or recreational areas in future phases if not actually developed and constructed as a future phase of the Development by Developer or its assigns.
18. The Association shall be required to enter into an Island Maintenance Agreement with Manatee County for the maintenance of landscaping within pavement islands located within the development. A copy of the agreement is attached hereto as **Exhibit I(ii)**. In essence, the agreement requires that the Association and its members properly maintain the island landscaping and that should Association fail to provide such maintenance, that Manatee County may provide such maintenance and require that the Association and its members pay all costs for same.

c:\wpdocs\clients\fishcove\buyer.not\lhg|24 September 2003

SUGAR MILL LAKES - PHASE I  
TREE PLANTING SCHEDULE

Lot	No. Trees
1	5
2	1
3	2
4	2
5	1
6	1
7	2
8	2
9	1
10	2
11	1
12	2
13	2
14	1
15	2
16	1
17	2
18	1
19	2
20	2
21	3
104	4
105	1
106	2
107	2
108	2
109	1
110	2
111	5
112	5

Lot	No. Trees
113	2
114	1
115	2
116	2
117	1
118	1
119	2
120	1
121	2
122	2
123	1
124	5
125	4
126	1
127	2
128	2
129	4
130	1
131	2
132	2
133	1
134	2
135	2
136	1
137	2
138	4
139	1
140	3
141	3

Lot	No. Trees
142	2
143	2
144	2
145	2
146	2
147	2
148	3
149	1
150	2
151	2
152	1
153	2
154	2
155	3
156	3
157	2
158	3
159	3
160	1
161	2
162	1
163	2
164	2
165	1
166	2
167	3
168	3
169	2
170	5

EXHIBIT I(i)

**MAINTENANCE AGREEMENT**  
**FOR**  
**RIGHT-OF-WAY ISLAND**

**THIS AGREEMENT**, by and between ( Sugar Mill Lakes Homeowners Association, Inc.), **(Name of the Association)** hereinafter to as the "**Association**," and the County of Manatee, political subdivision of the State of Florida, hereinafter referred to as the "**County**".

**WITNESSETH:**

**WHEREAS**, "Sugar Mill Lakes Phase I" is a residential development community located in Manatee County, Florida, on the property described on **Exhibit "A"**, *attached hereto and made a part hereof; and*,

**WHEREAS**, in connection with the development of the project, the developer of the Project wishes to construct median island improvements installed on public right(s) of way, at the intersections of 33<sup>rd</sup> Avenue East (Street) and 49<sup>th</sup> Street East (Street) and 46<sup>th</sup> Street East and (Street) 36<sup>th</sup> Avenue East (Street) as shown on the **Exhibit "B"** *drawing, attached hereto, and made a part hereof*, and hereinafter referred to as the "median", and upon said median will install and pay for the maintenance of the landscaping, associated lighting, irrigation features and identification sign; and,

**WHEREAS**, the County has agreed to allow the median to be constructed and improved by the developer of the Project, subject to issuance of a sign permit, only if the Association will execute and deliver this Agreement relating to the maintenance thereof and providing that the Association agrees to hold the County harmless there from, and the County and the Association desire to enter into this Agreement in order to memorialize their mutual understanding,

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Association and County hereby agree as follows:

1. Notwithstanding the acceptance of the dedication of 33<sup>rd</sup> Avenue East and 46<sup>th</sup> Street East (Street (s)) by County, it shall be and continue to be the sole obligation of the Association to maintain the Subdivision identification sign, sign support structures, landscaping and associated lighting and irrigation features, hereinafter referred to as the "improvements," for so long as the Association desires to have such improvements remain upon the median. In connection therewith, the Association shall maintain the improvement in a neat and attractive condition and good repair at its sole cost and expense.

**EXHIBIT I(ii)**

**Maintenance Agreement for ROW Island  
Page 2**

2. The Association, understanding and agreeing that the rights and privileges granted in this Agreement are limited by the County's rights, title and interest in the land to entered upon and used by the Association, will at all times assume all risk of and indemnify, defend, and hold harmless the County of Manatee, its officials its employees and its agents from and against any loss, damage, cost, expense, claim, suit, or judgment arising in any manner on account of the exercise or attempted exercise by the Association of the aforesaid rights and privileges.

3. The Association declares that prior to executing this Agreement, the Association has ascertained the location of all known existing utilities, both aerial and underground. The construction and/or maintenance of an irrigation system and other improvements shall not interfere with existing improvement and underground utilities.

4. By signing this Agreement, Loreen Vickers (***Name of President***) confirms that she is the President of Sugar Mill Lakes Homeowners Association, Inc. (***Name of the Association***), and has the authority to bind the Association to the instructions and conditions stated herein.

5. The County may require, upon thirty (30) day written notice to the Association, that the Association perform maintenance, repair, relocation, or removal of the sign, sign structure, and any associated landscaping. Upon receipt of written notice from the County that any part of the improvement may be in need of repair or replacement, the Association will cause same to be repaired or replaced within such reasonable time as may be specified in such notice.

After expiration of the thirty (30) day notice, if the Association fails to make such repairs, the County may cause the maintenance, repair or removal of the sign in such a manner as County, in its sole discretion, deems appropriate, at the expense of the Association.

6. Should the Association fail or refuse to repair or replace the afore stated improvements, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Association, including specific performance to which the Association hereby agrees.

Maintenance Agreement for ROW Island  
Page 3

7. Any notice to be given to the Association hereunder shall be deemed property given upon such notice being deposited in the United States Mail, postage prepaid, addressed to the Association at 2307 9<sup>th</sup> Street East (Street Address), Bradenton (City), Florida 34208 (Zip Code), or such other address as the Association may hereinafter designate in writing to County. All notices hereunder shall be by general mail, postage prepaid.

8. This Agreement and the rights and responsibilities hereunder may not be assigned or otherwise transferred without the written consent of the County. Further, this agreement may not be amended without the written agreement of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year of execution by the last party hereto.

WITNESSES

David N. Row  
(Signature)

David N Row  
(Printed Name)

[Signature]  
(Signature)

Kent Greer  
(Printed Name)

FOR: SUGAR MILL LAKE HOMEOWNERS ASSOCIATION, INC  
(Name of Association)

2307 9TH ST. E  
(Address of the Association)

BRADENTON, FL 34208  
(City, State, Zip)

BY: Loreen Vickers  
(Signature of Individual)

Loreen Vickers President  
(Printed Name, Title)

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF MANATEE

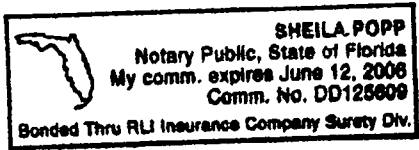
The foregoing instrument was subscribed and sworn to before me this 24 day of

Sept 2003 by LOREEN VICKERS

(Name) as President of Sugar Mill Lake Homeowners Assoc. Inc. (Name of the Association) a Florida Corporation,

Maintenance Agreement for ROW Island  
Page 4

- who is personally known to me, or
- who produced \_\_\_\_\_ as identification.



Sheila Popp  
Notary Public

SHEILA POPP  
Printed Name of Notary

My Commission Expires: 6/12/06

Commission No. DD125609

\*\*\*\*\*

Approved and Accepted for and on behalf of Manatee County, Florida, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
R. B. SHORE  
CLERK OF CIRCUIT COURT



EXHIBIT "A"

SUGAR MILL LAKES  
PHASE I

A SUBDIVISION

LEGAL DESCRIPTION



COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE NORTH 89°57'36" EAST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 47.38 FEET; THENCE SOUTH 0°03'26" EAST, A DISTANCE OF 34.24 FEET TO THE MAINTAINED RIGHT-OF-WAY LINE OF EXPERIMENTAL FARM ROAD (49TH STREET EAST) FOR A POINT OF BEGINNING;

THENCE, BEARING SOUTH 89°21'25" EAST, A DISTANCE OF 1292.01 FEET TO A POINT;  
THENCE, BEARING SOUTH 0°22'12" WEST, A DISTANCE OF 1278.15 FEET TO A POINT;  
THENCE, BEARING NORTH 89°09'43" WEST, A DISTANCE OF 1275.83 FEET TO A POINT;  
THENCE, BEARING NORTH 45°17'29" WEST, A DISTANCE OF 28.86 FEET TO A POINT;  
THENCE, BEARING NORTH 01°25'14" WEST, A DISTANCE OF 41.97 FEET TO A POINT;  
THENCE, BEARING NORTH 20°06'29" WEST, A DISTANCE OF 210.24 FEET TO A POINT;  
THENCE, BEARING NORTH 54°24'00" EAST, A DISTANCE OF 34.12 FEET TO A POINT;  
THENCE, BEARING NORTH 26°16'36" WEST, A DISTANCE OF 111.47 FEET TO A POINT;  
THENCE, BEARING NORTH 54°24'00" EAST, A DISTANCE OF 27.32 FEET TO A POINT;  
SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 450 FEET, RADIUS BEARS AT SAID POINT NORTH 35°36'00" WEST, THENCE A DISTANCE OF 22.88 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°54'47" TO A POINT, RADIUS BEARS AT SAID POINT SOUTH 38°30'47" EAST;  
THENCE, BEARING NORTH 38°30'47" WEST, A DISTANCE OF 50.01 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 400 FEET, RADIUS BEARS AT SAID POINT NORTH 38°30'54" WEST, THENCE A DISTANCE OF 20.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°54'54" TO A POINT, RADIUS BEARS AT SAID POINT SOUTH 35°36'00" EAST;  
THENCE, BEARING SOUTH 54°24'00" WEST, A DISTANCE OF 133.32 FEET TO A POINT;  
SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 400 FEET, RADIUS BEARS AT SAID POINT NORTH 35°36'00" WEST, THENCE A DISTANCE OF 164.01 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°29'35" TO A POINT, RADIUS BEARS AT SAID POINT SOUTH 12°06'25" EAST;  
THENCE, BEARING SOUTH 77°53'35" WEST, A DISTANCE OF 467.57 FEET TO A POINT;  
THENCE, BEARING NORTH 14°34'55" WEST, A DISTANCE OF 107.62 FEET TO A POINT;  
THENCE, BEARING NORTH 01°55'47" WEST, A DISTANCE OF 145.8 FEET TO A POINT;  
THENCE, BEARING NORTH 27°27'14" WEST, A DISTANCE OF 50.76 FEET TO A POINT;  
THENCE, BEARING NORTH 48°36'42" EAST, A DISTANCE OF 19.09 FEET TO A POINT;  
THENCE, BEARING NORTH 19°23'30" EAST, A DISTANCE OF 62.36 FEET TO A POINT;  
SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 100 FEET, RADIUS BEARS AT SAID POINT SOUTH 70°36'30" EAST, THENCE A DISTANCE OF 44.71 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°37'11" TO A POINT, RADIUS BEARS AT SAID POINT NORTH 44°59'18" WEST;  
THENCE, BEARING NORTH 45°00'42" EAST, A DISTANCE OF 59.46 FEET TO A POINT;  
THENCE, BEARING NORTH 54°33'49" EAST, A DISTANCE OF 20.91 FEET TO A POINT;  
THENCE, BEARING SOUTH 50°03'43" EAST, A DISTANCE OF 38.03 FEET TO A POINT;  
THENCE, BEARING SOUTH 89°35'55" EAST, A DISTANCE OF 210.08 FEET TO A POINT;  
THENCE, BEARING NORTH 02°01'12" EAST, A DISTANCE OF 209.84 FEET TO A POINT;  
THENCE, BEARING SOUTH 88°30'13" EAST, A DISTANCE OF 431.27 FEET TO A POINT;  
THENCE, BEARING NORTH 01°25'13" EAST, A DISTANCE OF 274.82 FEET TO A POINT;  
THENCE, BEARING SOUTH 88°54'24" EAST, A DISTANCE OF 100 FEET TO A POINT;  
THENCE, BEARING NORTH 01°24'07" EAST, A DISTANCE OF 175.71 FEET TO A POINT;  
THE POINT OF BEGINNING

**EXHIBIT "J"****(a) Individual****CONSERVATION EASEMENT**

In consideration of the premises and mutual covenants, terms, conditions, and restrictions contained herein and other good and valuable considerations the receipt of which is hereby acknowledged, Sugar Mill Developers, LLC (DEVELOPER, a Florida Limited Liability Company) whose mailing address is 2307 9<sup>th</sup> Street East, Bradenton, FL 34208 (GRANTOR), certify ownership by said Corporation of the property described as follows:

**ATTACH LEGAL DESCRIPTION AS EXHIBIT "A" OF CONSERVATION EASEMENT**

on behalf of itself and its successors, heirs and assigns, grants and gives unto **Manatee County**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 1000, Bradenton, FL 34206, (GRANTEE), a Conservation Easement pursuant to Florida Statutes 704.06 over the above-described property of the Grantor.

Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of this Conservation Easement without the prior consent of Grantee:

- Construction or placing of buildings, roads, signs, billboards or other advertising structures on or other structures on or above the ground.
- Construction or placing of utilities on, below or above the ground without appropriate local, state, and federal permits or other authorization.
- Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly, or offensive materials.
- Removal, mowing, or trimming of trees, shrubs or other vegetation.
- Application of herbicides, pesticides, or fertilizers.
- Excavation, dredging or removal of loam, peat, gravel, soil rock or other material substances in such manner as to affect the surface.
- Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
- Acts or uses detrimental to such retention of land or water areas.

(a) Individual, Conservation Easement, page 2 of 2

SIGNED, SEALED, and delivered in the presence of:

SUGAR MILL DEVELOPERS, LLC  
Developer, A Limited Liability Company of

BY: Loreen Vickers  
President of Vice President's Signature

State of: Florida

LOREEN VICKERS, PRES  
Type or Print Name and Title

ATTEST: \_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
Printed Name

OR

WITNESSES:

David H Rexon  
Witness Signature

DAVID H REXON  
Printed Name

[Signature]  
Witness Signature

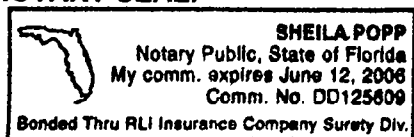
KENT GRANT  
Printed Name

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 24 day of September by LOREEN VICKERS as (Title), on behalf of the Corporation identified herein as Developer and who is personally known to me or and who has produced \_\_\_\_\_ (Type of Identification) as identification.

NOTARY SEAL:



Sheila Popp  
Notary Public

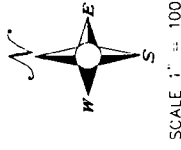
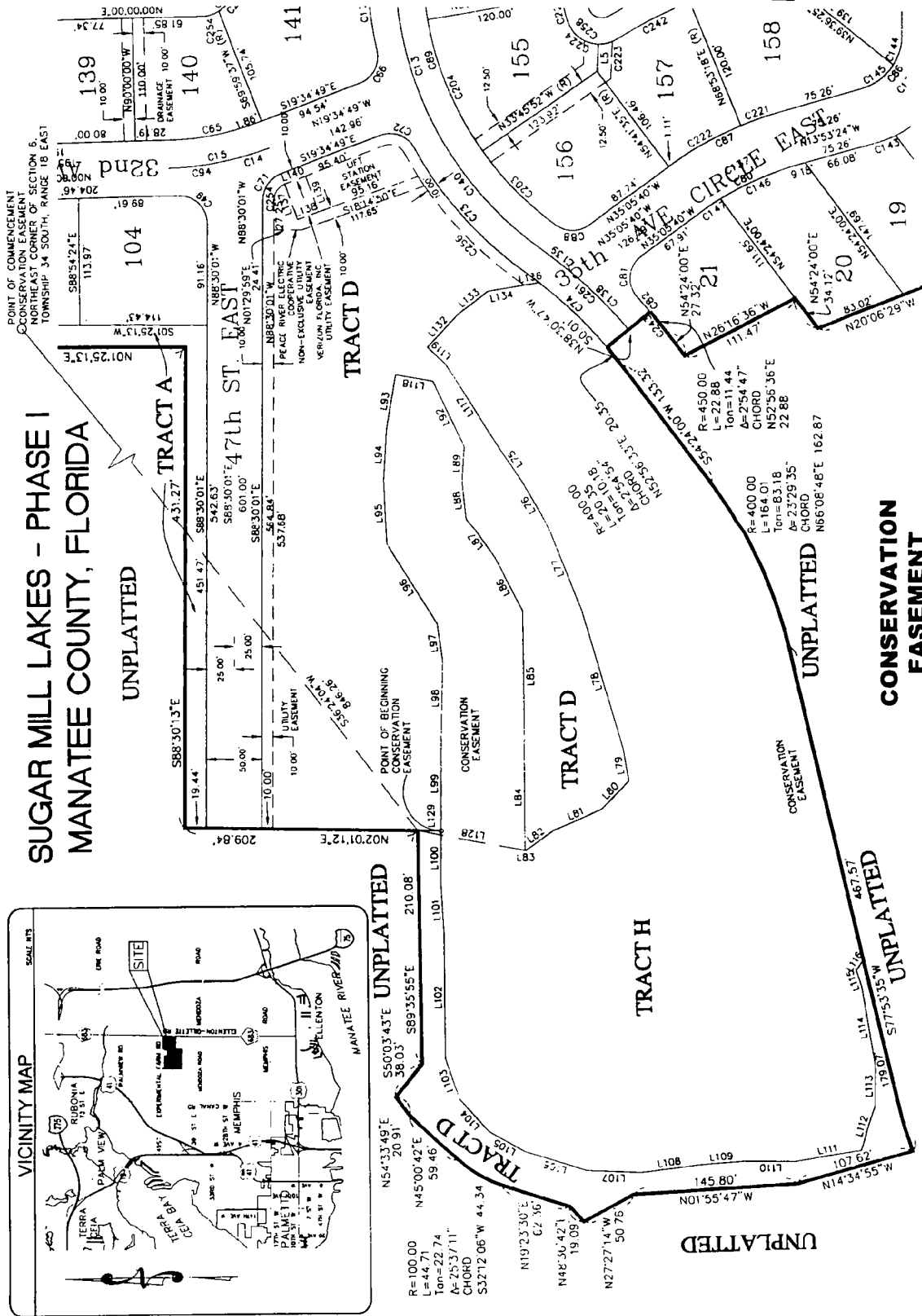
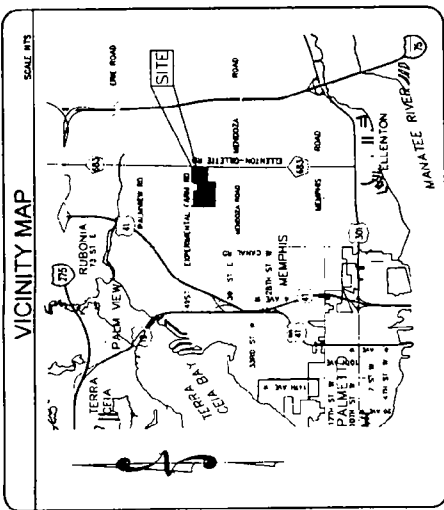


Exhibit "A"

Handwritten signature 'OJ' and date '3/3/04'. Logo for 'AJN CONSULTING, INC.' with address '5609 Foxtail Court Wesley Chapel, FL 33543' and contact info 'Tel 813-503-3228 Fax 813-973-7127'. 'SHEET 1 OF 2' is also present.



SUGAR MILL LAKES - PHASE I  
MANATEE COUNTY, FLORIDA



POINT OF COMMENCEMENT  
CONSERVATION EASEMENT  
NORTHEAST CORNER OF SECTION 6,  
TOWNSHIP 34 SOUTH, RANGE 18 EAST

UNPLATTED

TRACT A

TRACT B

TRACT C

TRACT D

TRACT E

UNPLATTED

UNPLATTED

UNPLATTED

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