

OFFERING CIRCULAR

For

Sugar Mill Lakes

A Subdivision

THIS OFFERING CIRCULAR CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING PROPERTY IN THE SUBDIVISION.

A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS OFFERING CIRCULAR AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

Revised May 30, 2013

Oc intro/JS

Sugar Mill Lakes I, II, & III

OFFERING CIRCULAR

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JS -5/30/13

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

THIS DECLARATION is made this 21st 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.

SUGAR MILL LAKES - PHASE I					
TREE PLANTING SCHEDULE					
Lot	No. Trees	Lot	No. Trees	Lot	No. Trees
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.

- I. 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 1st 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 1st 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 1st 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 21st day of APRIL, 2004.

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

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

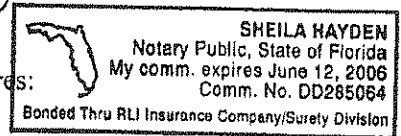
By: Loreen Vickers
 Print Name: LOREEN VICKERS
 As its: PRESIDENT
 Date: 4/21/04

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.wp|ddm|September 24, 2003

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

Department of State 9/10/2003 8:24 PAGE 1/1 RightFAX



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.

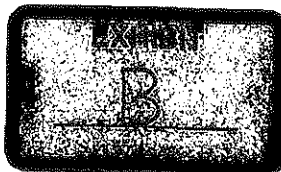
Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

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 9th day of September, 2003.

Loreen Vickers
Loreen Vickers

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 9th 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 #D153826
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 9th day of September, 2003.


Loreen Vickers

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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.

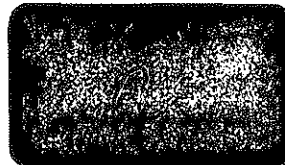
1.05 Seal: The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "corporation not for profit" and the year of incorporation.

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 it 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 1st 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 1st 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 1st 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: Loreen Vickers
Its: PRESIDENT

U:\Jack\Corporations\Sugar Mill Lakes Homeowners' Association, Inc\Bylaws.wpd\sih\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-ratedly 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>			
ADMINISTRATION			
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
TOTAL ADMINISTRATION	\$6,776.00	\$77.00	\$6.42
MAINTENANCE			
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
TOTAL MAINTENANCE	\$27,544.00	\$313.00	\$26.09
Maintenance/Replacement Reserve	\$1,760.00	\$20.00	\$1.67
Total 2004 Proposed Association Budget	<u>\$34,320.00</u>	<u>\$390.00</u>	<u>\$32.50</u>

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
Administration										
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
TOTAL	\$6,776.00	\$7,114.80	\$7,470.54	\$7,844.07	\$8,236.27	\$8,648.08	\$9,080.49	\$9,534.51	\$10,011.24	\$10,511.80
Repairs/Maintenance										
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	\$6,962.70	\$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
TOTAL	\$25,784.00	\$27,073.20	\$28,426.86	\$29,848.22	\$31,340.62	\$32,907.64	\$34,553.04	\$36,280.70	\$38,094.72	\$39,999.45
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
TOTAL BUDGET*	\$34,320.00	\$36,036.00	\$37,837.80	\$39,729.71	\$41,716.18	\$43,801.98	\$45,992.10	\$48,291.71	\$50,706.28	\$53,241.59

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

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\lhj24 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 33rd Avenue East (Street) and 49th Street East (Street)
and 46th Street East and (Street) 36th 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 33rd Avenue East and 46th
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 9th 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 H Row
(Signature)

David H Row
(Printed Name)

Kent Gray
(Signature)

Kent Gray
(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)

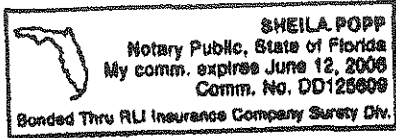
NOTARY ACKNOWLEDGMENT

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 Assn, 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 9th 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. Rekow
Witness Signature

DAVID H REKOW
Printed Name

[Signature]
Witness Signature

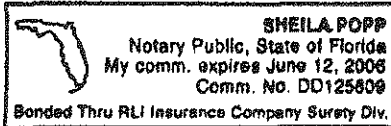
KENT GRANT
Printed Name

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

**SUGAR MILL LAKES - PHASE I
 MANATEE COUNTY, FLORIDA**

**CONSERVATION
 EASEMENT**

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD
1	1.00	1.00	1.00
2	1.41	1.00	1.41
3	1.73	1.00	1.73
4	2.00	1.00	2.00
5	2.24	1.00	2.24
6	2.44	1.00	2.44
7	2.61	1.00	2.61
8	2.75	1.00	2.75
9	2.87	1.00	2.87
10	2.97	1.00	2.97
11	3.06	1.00	3.06
12	3.13	1.00	3.13
13	3.19	1.00	3.19
14	3.24	1.00	3.24
15	3.28	1.00	3.28
16	3.31	1.00	3.31
17	3.34	1.00	3.34
18	3.36	1.00	3.36
19	3.38	1.00	3.38
20	3.40	1.00	3.40
21	3.41	1.00	3.41
22	3.42	1.00	3.42
23	3.43	1.00	3.43
24	3.44	1.00	3.44
25	3.44	1.00	3.44
26	3.45	1.00	3.45
27	3.45	1.00	3.45
28	3.45	1.00	3.45
29	3.45	1.00	3.45
30	3.45	1.00	3.45
31	3.45	1.00	3.45
32	3.45	1.00	3.45
33	3.45	1.00	3.45
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37	3.45	1.00	3.45
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44	3.45	1.00	3.45
45	3.45	1.00	3.45
46	3.45	1.00	3.45
47	3.45	1.00	3.45
48	3.45	1.00	3.45
49	3.45	1.00	3.45
50	3.45	1.00	3.45
51	3.45	1.00	3.45
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54	3.45	1.00	3.45
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56	3.45	1.00	3.45
57	3.45	1.00	3.45
58	3.45	1.00	3.45
59	3.45	1.00	3.45
60	3.45	1.00	3.45
61	3.45	1.00	3.45
62	3.45	1.00	3.45
63	3.45	1.00	3.45
64	3.45	1.00	3.45
65	3.45	1.00	3.45
66	3.45	1.00	3.45
67	3.45	1.00	3.45
68	3.45	1.00	3.45
69	3.45	1.00	3.45
70	3.45	1.00	3.45
71	3.45	1.00	3.45
72	3.45	1.00	3.45
73	3.45	1.00	3.45
74	3.45	1.00	3.45
75	3.45	1.00	3.45
76	3.45	1.00	3.45
77	3.45	1.00	3.45
78	3.45	1.00	3.45
79	3.45	1.00	3.45
80	3.45	1.00	3.45
81	3.45	1.00	3.45
82	3.45	1.00	3.45
83	3.45	1.00	3.45
84	3.45	1.00	3.45
85	3.45	1.00	3.45
86	3.45	1.00	3.45
87	3.45	1.00	3.45
88	3.45	1.00	3.45
89	3.45	1.00	3.45
90	3.45	1.00	3.45
91	3.45	1.00	3.45
92	3.45	1.00	3.45
93	3.45	1.00	3.45
94	3.45	1.00	3.45
95	3.45	1.00	3.45
96	3.45	1.00	3.45
97	3.45	1.00	3.45
98	3.45	1.00	3.45
99	3.45	1.00	3.45
100	3.45	1.00	3.45

EXHIBIT "A"

Handwritten signature and date: [Signature] 7/29/04

A F N CONSULTING, INC.
 5609 Foxtail Court
 Wesley Chapel, FL 33543
 Tel 813-503-3228
 Fax 813-973-7127
 SHEET 2 OF 2

LINE	LENGTH	BEARING
124	47.06	S89°30'00" W
125	47.06	S89°30'00" W
126	47.06	S89°30'00" W
127	47.06	S89°30'00" W
128	47.06	S89°30'00" W
129	47.06	S89°30'00" W
130	47.06	S89°30'00" W
131	47.06	S89°30'00" W
132	47.06	S89°30'00" W
133	47.06	S89°30'00" W
134	47.06	S89°30'00" W
135	47.06	S89°30'00" W
136	47.06	S89°30'00" W
137	47.06	S89°30'00" W
138	47.06	S89°30'00" W
139	47.06	S89°30'00" W
140	47.06	S89°30'00" W
141	47.06	S89°30'00" W
142	47.06	S89°30'00" W
143	47.06	S89°30'00" W
144	47.06	S89°30'00" W
145	47.06	S89°30'00" W
146	47.06	S89°30'00" W
147	47.06	S89°30'00" W
148	47.06	S89°30'00" W
149	47.06	S89°30'00" W
150	47.06	S89°30'00" W

LEGAL DESCRIPTION CONSERVATION EASEMENT
 COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY,
 FLORIDA; THENCE SOUTH 70°12' WEST, A DISTANCE OF 20.77 FEET TO A POINT;
 FOR A POINT OF BEGINNING;
 THENCE BEARING SOUTH 88°50'52" EAST, A DISTANCE OF 98.63 FEET TO A POINT;
 THENCE BEARING SOUTH 89°24'03" EAST, A DISTANCE OF 117.63 FEET TO A POINT;
 THENCE BEARING NORTH 64°29'00" EAST, A DISTANCE OF 34.23 FEET TO A POINT;
 THENCE BEARING NORTH 55°42'32" EAST, A DISTANCE OF 44.64 FEET TO A POINT;
 THENCE BEARING NORTH 55°00'35" EAST, A DISTANCE OF 33.15 FEET TO A POINT;
 THENCE BEARING NORTH 64°49'58" EAST, A DISTANCE OF 30.85 FEET TO A POINT;
 THENCE BEARING NORTH 66°15'46" EAST, A DISTANCE OF 64.58 FEET TO A POINT;
 THENCE BEARING NORTH 11°00'45" EAST, A DISTANCE OF 34.04 FEET TO A POINT;
 THENCE BEARING NORTH 89°58'15" WEST, A DISTANCE OF 48.42 FEET TO A POINT;
 THENCE BEARING NORTH 89°08'14" WEST, A DISTANCE OF 63.45 FEET TO A POINT;
 THENCE BEARING SOUTH 80°18'14" WEST, A DISTANCE OF 84.45 FEET TO A POINT;
 THENCE BEARING SOUTH 82°32'13" WEST, A DISTANCE OF 34.08 FEET TO A POINT;
 THENCE BEARING NORTH 87°32'49" WEST, A DISTANCE OF 63.37 FEET TO A POINT;
 THENCE BEARING NORTH 88°30'43" WEST, A DISTANCE OF 84.39 FEET TO A POINT;
 THENCE BEARING NORTH 87°51'12" WEST, A DISTANCE OF 48.52 FEET TO A POINT;
 THENCE BEARING NORTH 89°08'47" WEST, A DISTANCE OF 44.68 FEET TO A POINT;
 THENCE BEARING SOUTH 72°49'47" WEST, A DISTANCE OF 111.79 FEET TO A POINT;
 THENCE BEARING SOUTH 50°07'43" WEST, A DISTANCE OF 40.35 FEET TO A POINT;
 THENCE BEARING SOUTH 37°53'45" WEST, A DISTANCE OF 56.85 FEET TO A POINT;
 THENCE BEARING SOUTH 19°28'50" WEST, A DISTANCE OF 56.21 FEET TO A POINT;
 THENCE BEARING SOUTH 05°58'10" WEST, A DISTANCE OF 49.28 FEET TO A POINT;
 THENCE BEARING SOUTH 02°43'34" EAST, A DISTANCE OF 52.02 FEET TO A POINT;
 THENCE BEARING SOUTH 01°49'34" WEST, A DISTANCE OF 45.31 FEET TO A POINT;
 THENCE BEARING SOUTH 08°40'21" EAST, A DISTANCE OF 60.48 FEET TO A POINT;
 THENCE BEARING SOUTH 69°03'02" EAST, A DISTANCE OF 43.35 FEET TO A POINT;
 THENCE BEARING SOUTH 88°06'50" EAST, A DISTANCE OF 36.8 FEET TO A POINT;
 THENCE BEARING NORTH 81°31'11" EAST, A DISTANCE OF 73.27 FEET TO A POINT;
 THENCE BEARING NORTH 73°15'42" EAST, A DISTANCE OF 15.67 FEET TO A POINT;
 THENCE BEARING SOUTH 54°52'08" EAST, A DISTANCE OF 11.57 FEET TO A POINT;
 SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 288.5 FEET TO A POINT;
 BEARING NORTH 70°25' WEST, THENCE A DISTANCE OF 184.01 FEET ALONG THE ARC OF SAID CURVE
 BEARING NORTH 84°24'00" EAST, THENCE A DISTANCE OF 184.01 FEET ALONG THE ARC OF SAID CURVE
 SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 400 FEET, RADIUS
 BEARS AT SAID POINT NORTH 35°38'00" WEST, THENCE A DISTANCE OF 28.35 FEET ALONG THE ARC OF SAID CURVE
 THROUGH A CENTRAL ANGLE OF 17°01'58" TO A POINT, RADIUS BEARS AT SAID POINT SOUTH 38°10'54" EAST
 SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 400 FEET, RADIUS
 BEARS AT SAID POINT NORTH 38°30'34" WEST, THENCE A DISTANCE OF 84.01 FEET ALONG THE ARC OF SAID CURVE
 THROUGH A CENTRAL ANGLE OF 17°01'58" TO A POINT, RADIUS BEARS AT SAID POINT SOUTH 50°37'53" EAST,
 THENCE BEARING NORTH 08°25'18" WEST, A DISTANCE OF 13.63 FEET TO A POINT;
 THENCE BEARING NORTH 08°25'18" WEST, A DISTANCE OF 32.65 FEET TO A POINT;
 THENCE BEARING NORTH 38°28'47" WEST, A DISTANCE OF 40.18 FEET TO A POINT;
 THENCE BEARING SOUTH 44°03'24" WEST, A DISTANCE OF 21.35 FEET TO A POINT;
 THENCE BEARING SOUTH 59°16'57" WEST, A DISTANCE OF 44.15 FEET TO A POINT;
 THENCE BEARING SOUTH 57°14'33" WEST, A DISTANCE OF 37.42 FEET TO A POINT;
 THENCE BEARING SOUTH 61°00'09" WEST, A DISTANCE OF 89.48 FEET TO A POINT;
 THENCE BEARING SOUTH 69°38'59" WEST, A DISTANCE OF 126.82 FEET TO A POINT;
 THENCE BEARING SOUTH 81°34'49" WEST, A DISTANCE OF 29.37 FEET TO A POINT;
 THENCE BEARING NORTH 44°21'41" WEST, A DISTANCE OF 34.81 FEET TO A POINT;
 THENCE BEARING NORTH 22°18'00" WEST, A DISTANCE OF 46.51 FEET TO A POINT;
 THENCE BEARING NORTH 35°18'05" WEST, A DISTANCE OF 50.43 FEET TO A POINT;
 THENCE BEARING NORTH 60°20'00" WEST, A DISTANCE OF 82 FEET TO A POINT;
 THE POINT OF BEGINNING

THIS PARCEL Perimeter: 3056.83 Area: 218,922 sq.ft. 5.03 ac±, MORE OR LESS

Prepared by and return to:

David P. Hopstetter, Attorney
Grimes Goebel Grimes Hawkins
& Gladfelter, P.L.
1023 Manatee Avenue West
Bradenton, Florida 34205
Parcel ID#: _____

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 5TH day of DECEMBER, 2005 by Sugar Mill Developers, LLC, a Florida limited liability company ("Declarant").

WITNESSETH:

A. Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions of Sugar Mill Lakes, a Single-Family Subdivision, Manatee County, Florida, recorded in Official Records Book 01945, beginning at Page 7818 of the Public Records of Manatee County, Florida, as amended and supplemented from time to time (the "Declaration"). The capitalized terms used herein shall have the meanings given them in the Declaration unless otherwise specifically defined herein.

B. Article VII, Section 7 of the Declaration provides that Declarant shall have the right, without consent, of the Association, to bring within the plan and operation of the Declaration and property which is contiguous or nearly contiguous to the Subdivision. This Supplemental Declaration shall extend the operation and effect of the Declaration to the additional property.

C. In doing so, Declarant also wishes to modify the terms of the Declaration as it affects those portions of the property as provided herein, and that such modifications are specifically contemplated and authorized by Article VII Section 7 in that all such modification are not substantially inconsistent with the Declaration.

NOW, THEREFORE, by virtue of Declarant's authority under the Declaration, it is hereby declared:

1. All real property described on **Exhibit "A"** hereto ("Added Property") and owned by Declarant or its affiliates is hereby added to the Subdivision as defined in Article II, Section

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BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

14 of the Declaration, subjected to the covenants, restrictions, easements, charges, liens, terms and conditions of the Declaration.

2. As defined in the Declaration, all Lots located on the Added Property, also known as Phases 2 and 3 of SUGAR MILL LAKES, and as more specifically designated on the Plat of SUGAR MILL LAKES Phases II & III, as per plat thereof recorded in Plat Book 48, Pages 83-98, of the Public Records of Manatee County, Florida ("Supplemental Plat"), shall hereafter be Lots as defined in the Declaration.

3. The Common Areas, as defined in the Declaration, shall be supplemented to include Tracts "A" through "M" as identified on the Supplemental Plat.

4. **Lot 172** as depicted on the Supplemental Plat shall not be subject to any of the obligations and responsibilities of owners of other Lots. All present and future owners of **Lot 172** shall neither be members nor otherwise entitled to any of the benefits of membership in the Sugar Mill Lakes Homeowners' Association, Inc. ("Association") formed to manage Sugar Mill Lakes. None of the present and future owners of **Lot 172** ("**Lot 172 Owners**") shall be assessed by the Association for any expenses of the Association or for SUGAR MILL LAKES. None will enjoy access to or use in any form or degree of SUGAR MILL LAKES, including but not limited to Common Areas, except to the extent any other member of the general public might. **Lot 172 Owners** shall neither have the right to object to modifications to the plan or design of SUGAR MILL LAKES nor possess any private rights in the subdivision, including but not limited to rights to enforce the Declaration or use the streets or other amenities within SUGAR MILL LAKES. The intent of this section is to exclude **Lot 172** and **Lot 172 Owners** from any benefits or obligations of SUGAR MILL LAKES to the same extent as if **Lot 172** were not part of SUGAR MILL LAKES.

5. The List of Holdings for Phases II & III of SUGAR MILL LAKES is attached as Exhibit "B."

6. The Maintenance Program for Sugar Mill Lakes Phases II & III is attached as Exhibit "C".

7. The Fiscal Program for Sugar Mill Lakes Phases II & III is attached as Exhibit "D."

8. The 2005 Proposed Budget for Sugar Mill Lakes Homeowner's Association, Inc. is attached as Exhibit "E."

9. The Notice to Buyers for Sugar Mill Lakes Phase II & III is attached as Exhibit "F."

10. The Tree Planting Schedule for Sugar Mill Lakes Phases II & III is attached as Exhibit "G."

11. The Conservation Easement which encumbers part of Sugar Mill Lakes Phases II & III is attached as Exhibit "H."

Declarant does hereby certify that the foregoing Supplemental Declaration to the Declaration was adopted by Declarant in accordance with the aforesaid provisions of Article VII Section 7 of the Declaration.

FOR INFORMATIONAL PURPOSES, IT IS HEREBY NOTED THAT THERE IS NO LOT WHICH IS NUMBERED "171" LOCATED WITHIN PHASES I, II OR III OF SUGAR MILL LAKES.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration on the day and year first above written.

Witnesses:

David H. Reskow
Print name: DAVID H. RESKOW

Joyce Alexander
Print name: JOYCE ALEXANDER

Sugar Mill Developers, LLC, a Florida limited liability company

By: Loreen Vickers

its Manager

Joined by:

Sugar Mill Lakes Homeowners' Association, Inc., a Florida corporation not for profit

By: Loreen Vickers

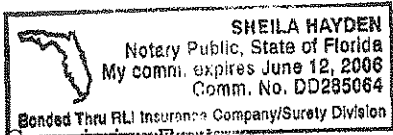
Loreen Vickers
Its President

David H. Reskow
DAVID H. RESKOW

Print Name:
Joyce Alexander
JOYCE ALEXANDER
Print Name:

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 5th day of DEC, 2005, by LOREEN VICKERS as a Manager of Sugar Mill Developers, LLC, a Florida limited liability company, on behalf of the company, who is personally known to be or has produced _____ as identification.

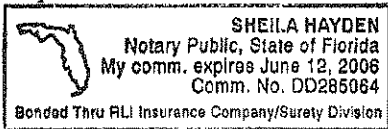


My Commission Expires:

Sheila Hayden
Notary Public
Print Name: SHEILA HAYDEN

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 5th day of DEC, 2005, by Loreen Vickers as President of Sugar Mill Lakes Homeowners' Association, a Florida corporation not for profit, on behalf of the corporation, who is personally known to be or has produced _____ as identification.



My Commission Expires:

Sheila Hayden
Notary Public
Print Name: SHEILA HAYDEN

Exhibit "A"
Added Property

See legal description attached.

U:\David\Sugar Mill Lakes\Supp Doc063005.wpd

JAN 10 2006

ACCEPTED IN OPEN SESSION _____
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE, BEARING SOUTH 46°25'17" WEST, A DISTANCE OF 683.05 FEET TO A POINT, COMMON TO THE WESTERLY PROPERTY LINE OF SUGAR MILL LAKES - PHASE I, PLAT BOOK 44, PAGES 108-114, THE POINT OF BEGINNING. THENCE, BEARING SOUTH 02°01'12" WEST, A DISTANCE OF 209.84 FEET TO A POINT; THENCE, BEARING NORTH 89°35'55" WEST, A DISTANCE OF 210.08 FEET TO A POINT; THENCE, BEARING NORTH 50°03'43" WEST, A DISTANCE OF 38.03 FEET TO A POINT; THENCE, BEARING SOUTH 54°33'49" WEST, A DISTANCE OF 20.91 FEET TO A POINT; THENCE, BEARING SOUTH 45°00'42" WEST, A DISTANCE OF 59.46 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 100.00 FEET, RADIUS BEARS AT SAID POINT SOUTH 44°59'18" 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 70°36'30" WEST; THENCE, BEARING SOUTH 19°23'30" WEST, A DISTANCE OF 62.36 FEET TO A POINT; THENCE, BEARING SOUTH 48°36'42" WEST, A DISTANCE OF 19.09 FEET TO A POINT; THENCE, BEARING SOUTH 27°27'14" EAST, A DISTANCE OF 50.76 FEET TO A POINT; THENCE, BEARING SOUTH 01°55'47" EAST, A DISTANCE OF 145.80 FEET TO A POINT; THENCE, BEARING SOUTH 14°34'55" EAST, A DISTANCE OF 107.62 FEET TO A POINT; THENCE, BEARING NORTH 77°53'35" EAST, A DISTANCE OF 467.57 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 400.00 FEET, RADIUS BEARS AT SAID POINT NORTH 12°06'25" 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 35°36'00" EAST; THENCE, BEARING NORTH 54°24'00" EAST, A DISTANCE OF 133.32 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 400.00 FEET, RADIUS BEARS AT SAID POINT NORTH 35°36'00" 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 38°30'54" EAST; THENCE, BEARING SOUTH 38°30'47" EAST, A DISTANCE OF 50.01 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 450.00 FEET, RADIUS BEARS AT SAID POINT NORTH 38°30'47" 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 35°36'00" EAST; THENCE, BEARING SOUTH 54°24'00" WEST, A DISTANCE OF 27.32 FEET TO A POINT; THENCE, BEARING SOUTH 26°16'36" EAST, A DISTANCE OF 111.47 FEET TO A POINT; THENCE, BEARING SOUTH 54°24'00" WEST, A DISTANCE OF 34.12 FEET TO A POINT; THENCE, BEARING SOUTH 20°06'29" EAST, A DISTANCE OF 210.24 FEET TO A POINT; THENCE, BEARING SOUTH 01°25'14" EAST, A DISTANCE OF 41.97 FEET TO A POINT; THENCE, BEARING SOUTH 45°17'29" EAST, A DISTANCE OF 28.86 FEET TO A POINT; THENCE, BEARING SOUTH 01°25'14" EAST, A DISTANCE OF 628.17 FEET TO A POINT; THENCE, BEARING NORTH 89°08'58" WEST, A DISTANCE OF 1969.77 FEET TO A POINT; THENCE, BEARING NORTH 00°05'52" EAST, A DISTANCE OF 1911.53 FEET TO A POINT; THENCE, BEARING SOUTH 88°34'45" EAST, A DISTANCE OF 100.00 FEET TO A POINT; THENCE, BEARING SOUTH 00°05'52" WEST, A DISTANCE OF 166.71 FEET TO A POINT; THENCE, BEARING SOUTH 88°35'23" EAST, A DISTANCE OF 1186.88 FEET TO A POINT; THENCE, BEARING SOUTH 01°31'11" WEST, A DISTANCE OF 273.76 FEET TO A POINT; THENCE, BEARING SOUTH 88°16'34" EAST, A DISTANCE OF 143.95 FEET TO A POINT, THE POINT OF BEGINNING.

THIS PARCEL: Perimeter: 8661.56 Area: 2,810,035 sq. ft. 64.51 acres, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

Exhibit "A"

JAN 10 2006
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BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

EXHIBIT "B"

**SUGAR MILL LAKES PHASES II & III, 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, H, I, J, K, L, & M and Wetland Area B.

1. TRACTS "A, and C" Consist of open space and landscape buffers
2. TRACT "K" Consists of a neighborhood park with a Tot Lot
3. TRACTS "D, E, F, and M" 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.
4. TRACT "B" Consists of a wetland and a conservation easement with sketch and description provided.
5. TRACTS "I and J" Consist of open space and public drainage easements.
6. TRACTS "G, H, and L" are open space and neighborhood access paths.

ACCEPTED IN OPEN SESSION JAN 10 2006
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

EXHIBIT "C"

MAINTENANCE PROGRAM FOR SUGAR MILL LAKES PHASES II & III

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 Phases II & III.

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.

JAN 1 0 2006
ACCEPTED IN OPEN SESSION _____
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

EXHIBIT "D" 1 of 2

FISCAL PROGRAM FOR SUGAR MILL LAKES PHASES II & III

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 "D" 2 of 2

SUGAR MILL LAKES HOMEOWNERS ASSOCIATION, INC.
TEN YEAR BUDGET PROJECTION THROUGH 2014

EXPENDITURES	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Administration										
Accounting	\$2,716.98	\$2,798.49	\$2,882.44	\$2,968.92	\$3,057.98	\$3,149.72	\$3,244.22	\$3,341.54	\$3,441.79	\$3,545.04
Bank Charges	\$741.00	\$763.23	\$786.13	\$809.71	\$834.00	\$859.02	\$884.79	\$911.34	\$938.68	\$966.84
Professional Fees	\$4,692.97	\$4,833.76	\$4,978.77	\$5,128.13	\$5,281.98	\$5,440.44	\$5,603.65	\$5,771.76	\$5,944.91	\$6,123.26
State Annual Report	\$494.00	\$508.82	\$524.08	\$539.81	\$556.00	\$572.68	\$589.86	\$607.56	\$625.78	\$644.56
Liability Insurance	\$10,373.93	\$10,685.15	\$11,005.70	\$11,335.87	\$11,675.95	\$12,026.23	\$12,387.01	\$12,758.62	\$13,141.38	\$13,535.62
TOTAL	\$19,018.88	\$19,589.45	\$20,177.13	\$20,782.44	\$21,405.92	\$22,048.09	\$22,709.53	\$23,390.82	\$24,092.54	\$24,815.32
Repairs/Maintenance										
Lawn and Common	\$33,344.78	\$34,345.12	\$35,375.48	\$36,436.74	\$37,529.84	\$38,655.74	\$39,815.41	\$41,009.87	\$42,240.17	\$43,507.37
Irrigation	\$16,054.90	\$16,536.55	\$17,032.64	\$17,543.62	\$18,069.93	\$18,612.03	\$19,170.39	\$19,745.50	\$20,337.86	\$20,948.00
Electricity	\$6,915.96	\$7,123.44	\$7,337.14	\$7,557.26	\$7,783.97	\$8,017.49	\$8,258.02	\$8,505.76	\$8,760.93	\$9,023.76
Miscellaneous	\$12,349.92	\$12,720.42	\$13,102.03	\$13,495.09	\$13,899.94	\$14,316.94	\$14,746.45	\$15,188.84	\$15,644.51	\$16,113.84
Maint. Rec. Area	\$3,704.98	\$3,816.13	\$3,930.61	\$4,048.53	\$4,169.99	\$4,295.09	\$4,423.94	\$4,556.66	\$4,693.36	\$4,834.16
TOTAL	\$77,310.50	\$79,629.82	\$82,018.71	\$84,479.27	\$87,013.65	\$89,624.06	\$92,312.78	\$95,082.16	\$97,934.63	\$100,872.66
Maint./Replacement Reserve	\$4,939.97	\$5,088.17	\$5,240.81	\$5,398.04	\$5,559.98	\$5,726.78	\$5,898.58	\$6,075.54	\$6,257.81	\$6,445.54
TOTAL BUDGET*	\$96,330.00	\$99,219.90	\$102,196.49	\$105,262.38	\$108,420.25	\$111,672.85	\$115,023.03	\$118,473.72	\$122,027.93	\$125,688.76

*Additional reserve of \$18,450.00 not included. To be derived from an initial \$75.00 per lot contribution and replenished as needed.

Exhibit "E"

SUGAR MILL LAKES HOMEOWNER'S ASSOCIATION, INC.

2006 Proposed Budget

	Annual Budget Amount	Annual Assessment Per Lot	Monthly Assessment Per Lot
EXPENDITURES			
ADMINISTRATION			
Administrative and Accounting	\$2,716.98	\$11.04	\$0.92
Bank Charges	\$741.00	\$3.01	\$0.25
Professional Fees	\$4,692.97	\$19.08	\$1.59
State Annual Report	\$494.00	\$2.01	\$0.17
Liability Insurance/ E&O	\$10,373.93	\$42.17	\$3.51
TOTAL ADMINISTRATION	\$19,018.88	\$77.31	\$6.44
MAINTENANCE			
Lawn & Common Grounds Maintenance	\$33,344.78	\$135.55	\$11.30
Lawn & Common Ground Irrigation Maintenance	\$16,054.90	\$65.26	\$5.44
Electricity	\$6,915.96	\$28.11	\$2.34
Misc. Grounds Maintenance. Repair & Replacement of Recreational Amenities	\$12,349.92	\$50.20	\$4.18
Maintenance of Recreation & Play Areas	\$3,704.98	\$15.06	\$1.26
TOTAL MAINTENANCE	\$77,310.50	\$314.27	\$26.19
Maintenance/Replacement Reserve	\$4,939.97	\$20.08	\$1.67
Total 2006 Proposed Association Budget	<u>\$96,330.00</u>	<u>\$391.59</u>	<u>\$32.63</u>

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.

ACCEPTED IN OPEN SESSION
 JAN 10 2006
 BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

EXHIBIT "F" (Page 1 of 7)

NOTICE TO BUYERS

To the purchasers of lots generally in Phases II & III of 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"). The Declaration has been amended by Supplemental Declaration to add Phases II & III of SUGAR MILL LAKES to the Development. Copies of both are 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. There are two currently (2) recorded plats for SUGAR MILL LAKES PHASES I THROUGH III. There may be future amendments to either of both of the plats from time to time. Whenever an owner in Phase I of SUGAR MILL LAKES is reviewing this Notice to Owner reference herein to the "Plat" shall mean and refer to the plat filed in Plat Book 44, Pages 108 through 114 inclusive of the Public Records of Manatee County, Florida. Whenever an owner in either Phase II or III is reviewing this Notice to Owner, reference to the "Plat" shall mean and refer to the plat file in Plat Book ____, Pages __ through ____, inclusive of the Public Records of Manatee County, Florida
4. The Developer (as defined in the Declaration) currently owns the Common Areas in Phases I through III, 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 Common Areas and mandatory lawn and landscaping maintenance of the Lots, the Parking Areas (if any) and the Carport Canopies (if any), as all such terms may be defined in the Declaration.
5. The initial proposed assessment for 2005 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 Common Areas, landscaping and other amenities of SUGAR MILL LAKES.

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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 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, 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 an 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 may be 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 within 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 they cannot hold 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. A portion of the land in Phase 1 is subject to a Conservation Easement in favor of Manatee County and is attached to the Declaration as Exhibit "J" thereto. Further, a portion of the land in Phases II & III is subject to a Conservation Easement in favor of Manatee County and is recorded at OR Book 2093 Page 5450 of the Public Records of Manatee County, Florida. These wetland and wetland buffer areas are subject to any and all conditions imposed upon same by the Conservation Easements in favor of various governmental and regulatory authorities and the obligations and restrictions set forth therein burden the land specifically described therein and shall run with the land. Restrictions and limitations for the wetland and wetland buffer areas may be established by the Developer, Association, and by the Conservation Easements. 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

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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 the Conservation Easements, 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 a 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 be amended from time to time. Each lot shall contain the trees as indicated on the Tree Schedule attached hereto as **Exhibit G** 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 2.5 inches caliper at the time of planting, unless

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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, Supplemental Declaration, any License Agreements, the Plats, 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 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 I,II and III. 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. Each Lot Owner shall be responsible to maintain the sodded areas between his Lot and the water's edge of any adjacent lake, notwithstanding that the sodded area may be outside of the Lot Owner's Lot. All Lot Owners shall be responsible to maintain the sodded areas between their Lots and the edge of pavement, notwithstanding that the sodded area may be outside of a Lot Owner's Lot.
17. A Tot Lot or child's play; soccer and sports fields, and other recreational areas (ARecreational Areas@) may be provided as a common element or made available as an amenity for the use of Lot Owners and their invited guests. Additionally, there shall be walkways on Parcels "G," "H," and "I," in Phases II and III for access to other Common Areas. It is the intention of the Seller and Developer that a Buyer of a Lot in any phase of SUGAR MILLS LAKES shall have the right to utilize the recreational areas and amenities depicted in every other phase. Buyer acknowledges that Recreational Areas will not be supervised by the Association and that constant adult supervision is required and to be provided by the Lot

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loss that Lot Owner, his children, or his invited guests and their children may suffer as a result of use of any Recreational Area.

18. The Association has entered 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 as Exhibit I(ii) to the original Declaration. In essence, the agreement requires that the Association and its members properly maintain the island landscaping and that should the Association fail to provide such maintenance, Manatee County may provide such maintenance and require the Association and its members pay all costs for same.
19. 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."
20. The buyer(s) acknowledge(s) that before requesting and receiving a Certificate of Occupancy from Manatee County, a certification from a civil engineer or registered surveyor must be submitted to the Driveway Inspection Section of the Manatee County Transportation Department. This certification must state that the finish floor elevation and lot grading are in compliance with the approved site construction plans for Sugar Mill Lakes Phases II and III.

**FOR INFORMATIONAL PURPOSES, IT IS HEREBY NOTED THAT
THERE IS NO LOT WHICH IS NUMBERED "171" LOCATED
WITHIN PHASES I, II, OR III OF SUGAR MILL LAKES**

U:\David\Sugar Mill Lakes\Notice to Buyers--generally 112205.doc

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EXHIBIT "F"

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NOTICE TO BUYERS OF LOT 172

To the purchasers of **LOT 172** in Phases II & III of **SUGAR MILL LAKES**, a Subdivision, Manatee County, Florida:

Landscaping Local Residential Streets, Section 715.3.4 (Supplement No. 12) Manatee County Land Development Code.

You are hereby notified of the following with respect to your purchase of Lot 172 is subject to the following:

1. Lot 172 is NOT subject to The Declaration of Protective Covenants, Conditions, Easements and Restrictions of SUGAR MILL LAKES, as amended from time to time ("Declaration").
2. Ownership of Lot 172 in SUGAR MILL LAKES will NOT make you a member of SUGAR MILL LAKES Homeowners' Association, Inc. ("Association").
3. Lot 172 as depicted on the Supplemental Plat shall not be subject to any of the obligations and responsibilities of owners of other Lots. All present and future owners of Lot 172 shall be neither members nor otherwise entitled to any of the benefits of membership in the Association formed to manage Sugar Mill Lakes. None of the present and future owners of Lot 172 ("Lot 172 Owners") shall be assessed by the Association for any expenses of the Association or for SUGAR MILL LAKES. None of the Lot 172 Owners will enjoy access to or use in any form or degree SUGAR MILL LAKES, including but not limited to Common Areas, except to the extent any other member of the general public might. Lot 172 Owners shall neither have the right to object to modifications to the plan or design of SUGAR MILL LAKES nor possess any private rights in the subdivision, including but not limited to rights to enforce the Declaration or use the streets or other amenities within SUGAR MILL LAKES. It is the intent of the developer of Lot 172 to exclude Lot 172 and Lot 172 Owners from any benefits or obligations of SUGAR MILL LAKES to the same extent as if Lot 172 were not part of SUGAR MILL LAKES.
4. **Prior to the issuance of a Certificate of Occupancy** Lot 172 shall include required canopy trees* installed by the property owner at Lot purchaser's expense. It is the lot owner's 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 a public or private easement.

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* A canopy tree shall mean a tree species meeting the requirements of Section 715.3.4 (see below) of the Manatee County Land Development Code 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 2.5 inches caliper 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.

5.

<u>Minimum Size at Planting</u>	<u>Canopy</u>	<u>Understory</u>	<u>Palm</u>
<u>Height</u>	<u>10 feet</u>	<u>6 feet</u>	<u>15 feet</u>
<u>Caliper</u>	<u>2 2 inches</u>	<u>1 2 inches</u>	
<u>Spread</u>	<u>4 feet</u>		

715.3.4 Residential Street Trees.

- Prior to C.O., one (1) canopy tree shall be planted within twenty-five (25) feet of the right-of-way of each local street within a residential development for every fifty (50) linear feet, or substantial fraction thereof, of right-of-way. None of these required trees shall be planted within a public or private utilities easement.
- The trees shall be spaced no closer together than twenty-five (25) feet, unless a decorative grouping or alternative method is chosen by the developer. Existing native trees should be used to fulfill these requirements wherever they meet the spacing and size requirements.
- Responsibility for installation and initial maintenance is the developer's until such lots are sold, when responsibility is transferred to the property owner. Responsibility for the property owner's maintenance of the trees shall be placed within the Homeowner's Documents and/or the Deed Restrictions governing the development. Such trees shall be installed prior to Certificate of Occupancy for each individual unit.

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EXHIBIT G
SUGAR MILL LAKES PHASES II & III
TREE PLANTING SCHEDULE

<u>Lot</u>	<u>No. Trees</u>
22	2
23	3
24	2
25	2
26	1
27	2
28	1
30	1
31	2
32	1
33	1
34	1
35	2
36	2
37	2
38	1
39	2
40	2
41	2
42	1
43	4
44	4
45	1
46	2
47	1
48	3
49	2
50	4
51	2
52	2

<u>Lot</u>	<u>No. Trees</u>
53	2
54	1
55	2
56	1
57	2
58	1
59	2
60	2
61	2
62	1
63	2
64	1
65	2
66	2
67	1
68	2
69	2
70	2
71	1
72	2
73	1
74	2
75	1
76	2
77	4
78	4
79	2
80	2
81	1

<u>Lot</u>	<u>No. Trees</u>
82	2
83	2
84	1
85	2
86	2
87	1
88	2
89	1
90	2
91	1
92	2
93	1
94	2
95	2
96	1
97	2
98	2
99	2
100	1
101	2
102	2
103	2
172	2
173	2
174	1
175	2
176	2
177	1
178	2

EXHIBIT G
SUGAR MILL LAKES PHASES II & III
TREE PLANTING SCHEDULE

<u>Lot</u>	<u>No. Trees</u>	<u>Lot</u>	<u>No. Trees</u>	<u>Lot</u>	<u>No. Trees</u>
179	2	209	3	238	4
180	1	210	3	239	2
181	4	211	2	240	2
182	2	212	2	241	1
183	2	213	1	242	2
184	3	214	2	243	1
185	2	215	2	244	2
186	2	216	1	245	7
187	1	217	2	246	1
188	2	218	2	247	2
189	4	219	4	248	1
190	4	220	2		
191	3	221	1		
192	2	222	2		
193	1	223	1		
194	2	224	2		
195	4	225	2		
196	2	226	1		
197	4	227	2		
198	4	228	2		
199	4	229	1		
200	2	230	2		
201	1	231	1		
202	1	232	2		
203	2	233	2		
204	1	234	1		
205	2	235	4		
206	1	236	2		
207	3	237	1		
208	2				

EXHIBIT "H"

(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 9th 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.

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ACCEPTED IN OPEN SESSION
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(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 or Vice President's Signature

State of: Florida

Loreen Vickers, President
Type or Print Name and Title

ATTEST: Sheila Hayden
Secretary Signature

Sheila Hayden
Printed Name

OR

WITNESSES:

[Signature]
Witness Signature
DANN H REKOW
Printed Name

[Signature]
Witness Signature
LARRY LOOPER
Printed Name

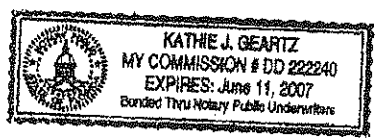
STATE OF Florida

COUNTY OF Manatee

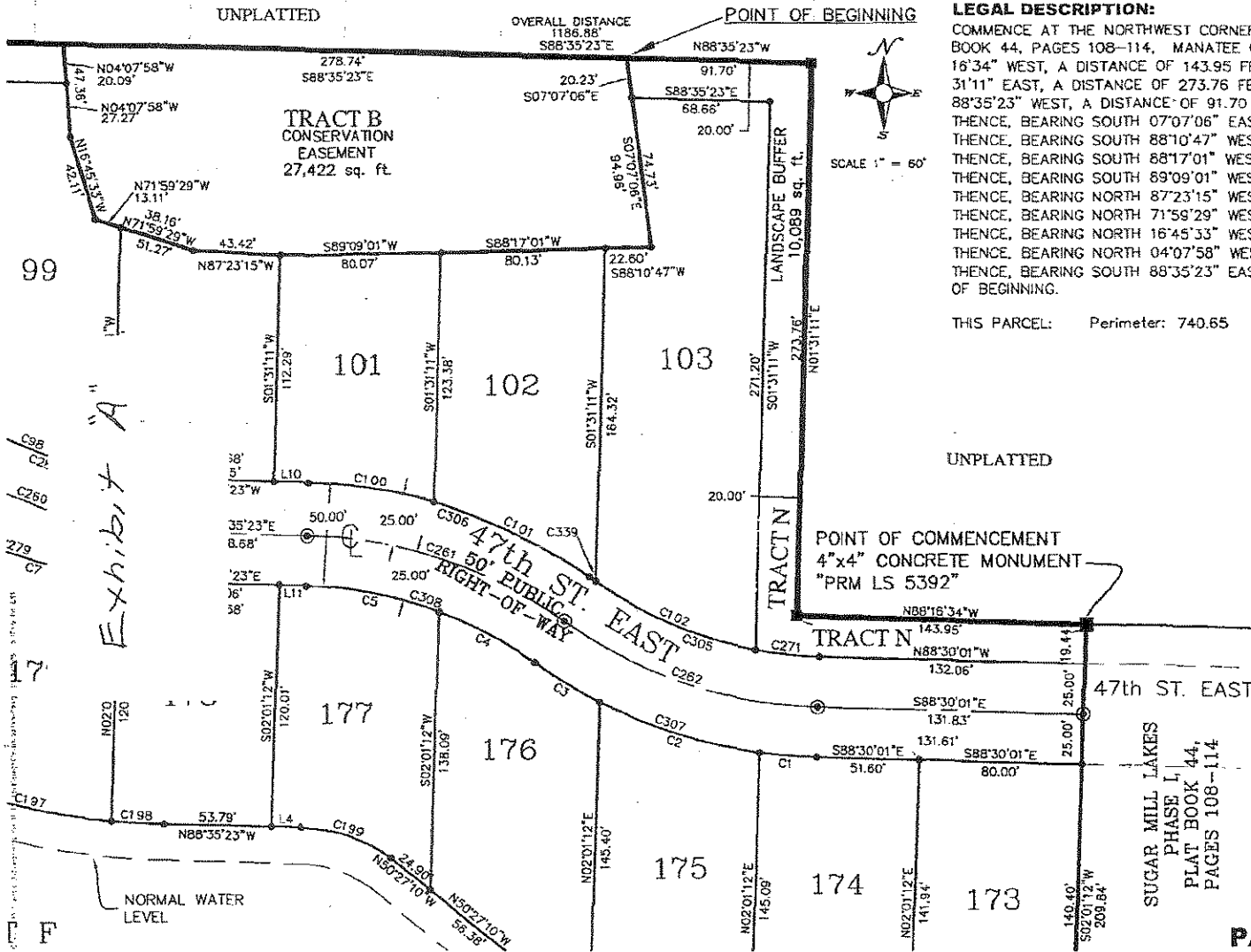
The foregoing instrument was acknowledged before me this 18th day of January, 2005 by Loreen Vickers as (Title), on behalf of the Corporation identified herein as Developer and who is personally known to me or and who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:

[Signature]
Notary Public



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BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY



LEGAL DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF OF SUGAR MILL LAKES -- PHASE I, PLAT BOOK 44, PAGES 108-114, MANATEE COUNTY, FLORIDA; THENCE, BEARING NORTH 88° 16'34" WEST, A DISTANCE OF 143.95 FEET TO A POINT, THENCE, BEARING NORTH 1° 31'11" EAST, A DISTANCE OF 273.76 FEET TO A POINT, THENCE, BEARING NORTH 88°35'23" WEST, A DISTANCE OF 91.70 FEET TO THE POINT OF BEGINNING. THENCE, BEARING SOUTH 07°07'06" EAST, A DISTANCE OF 94.96 FEET TO A POINT; THENCE, BEARING SOUTH 88°10'47" WEST, A DISTANCE OF 22.60 FEET TO A POINT; THENCE, BEARING SOUTH 88°17'01" WEST, A DISTANCE OF 80.13 FEET TO A POINT; THENCE, BEARING SOUTH 89°09'01" WEST, A DISTANCE OF 80.07 FEET TO A POINT; THENCE, BEARING NORTH 87°23'15" WEST, A DISTANCE OF 43.42 FEET TO A POINT; THENCE, BEARING NORTH 71°59'29" WEST, A DISTANCE OF 51.27 FEET TO A POINT; THENCE, BEARING NORTH 16°45'33" WEST, A DISTANCE OF 42.11 FEET TO A POINT; THENCE, BEARING NORTH 04°07'58" WEST, A DISTANCE OF 47.36 FEET TO A POINT; THENCE, BEARING SOUTH 88°35'23" EAST, A DISTANCE OF 278.74 FEET TO THE POINT OF BEGINNING.

THIS PARCEL: Perimeter: 740.65 Area: 27,422 sq. ft. 0.63 acres, MORE OR LESS.

[Handwritten Signature]
 1/4/05

**CONSERVATION PARCEL
 SUGAR MILL LAKES
 PHASE II and III
 MANATEE COUNTY,
 FLORIDA**



5450 Spectacular Bid C
 Wesley Chapel, FL 3354
 Tel 813-508-822
 Fax 813-973-712

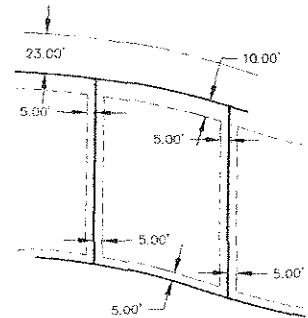
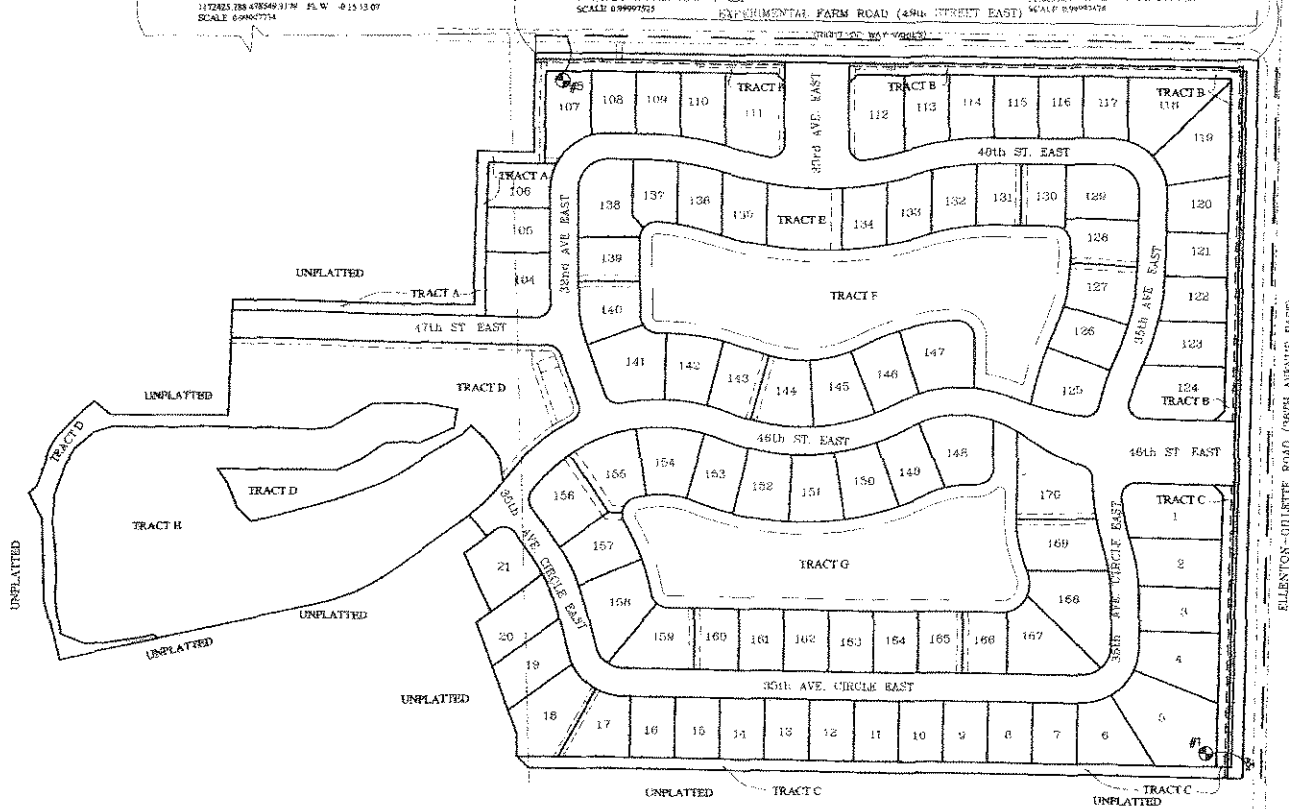
SUGAR MILL LAKES - PHASE I MANATEE COUNTY, FLORIDA

A PLAT OF A PORTION OF THE NORTHWEST 1/4 OF SECTION 5
AND THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 34 SOUTH,
RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

MANATEE COUNTY GIS MONUMENT
"GIS 065"
WGS 84 (NAD 83)
LATITUDE: 27°33'28.92524" NORTH
LONGITUDE: 82°31'55.52251" WEST
NORTH(S) EAST(S) AREA CONVERSION
FEET FEET
1172251.281 48750.6255 FT. W 0.19 ACS
SCALE 0.99999163

WGS 84
LATITUDE: 27°33'27.571" NORTH
LONGITUDE: 82°31'55.71982" WEST
NORTH(S) EAST(S) AREA CONVERSION
FEET FEET
1172251.281 48750.6255 FT. W 0.19 ACS
SCALE 0.99999163

WGS 84
LATITUDE: 27°33'27.52285" NORTH
LONGITUDE: 82°31'41.36472" WEST
NORTH(S) EAST(S) AREA CONVERSION
FEET FEET
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SCALE 0.99999163



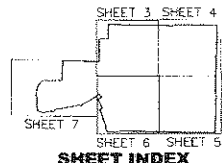
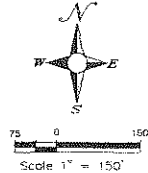
TYPICAL LOT EASEMENTS FOR DRAINAGE AND UTILITIES
(UNLESS OTHERWISE SHOWN, PEACE RIVER ELECTRIC COOPERATIVE NON-EXCLUSIVE UTILITY EASEMENT)

KEY / IDENTIFICATION MAP

- BENCHMARK - S. HOOPNET NUT ON FIRE HYDRANT NEAR ST SWANLEY CORNER ELEVATION = 35.25
- BENCHMARK - W. 54th ST SANITARY MANHOLE, E. END OF 49th STREET E. W. OF ALLEN/ST. JOHN ROAD ELEVATION = 28.86

- LEGEND:**
- SET 5/8" REBAR AND CAP "LS 5392"
 - SET 4"x4" CONCRETE MONUMENT AND CAP "LS 5352 PRN"
 - SET 1" DIA. IRON NAIL AND DISK "LS 5392"
 - R/W RIGHT-OF-WAY
 - FD FIRE DEPARTMENT
 - PC PLANNING COMMISSION
 - LS LAND SURVEYOR
 - IRM PERMANENT REFERENCE MONUMENT
 - SQ SQUARE
 - FT FEET

THIS PLAT IS A TOPOGRAPHIC SURVEY ONLY AND IS NOT INTENDED TO BE USED FOR A PRELIMINARY SURVEY AS SUCH. FOR PRELIMINARY INFORMATION, USE SHEET 1 OF 2.
ELEVATIONS SHOWN HEREON REFER TO THE NATIONAL GEODESIC VERTICAL DATUM (NGVD) OF 1929 AND ARE IN METERS.



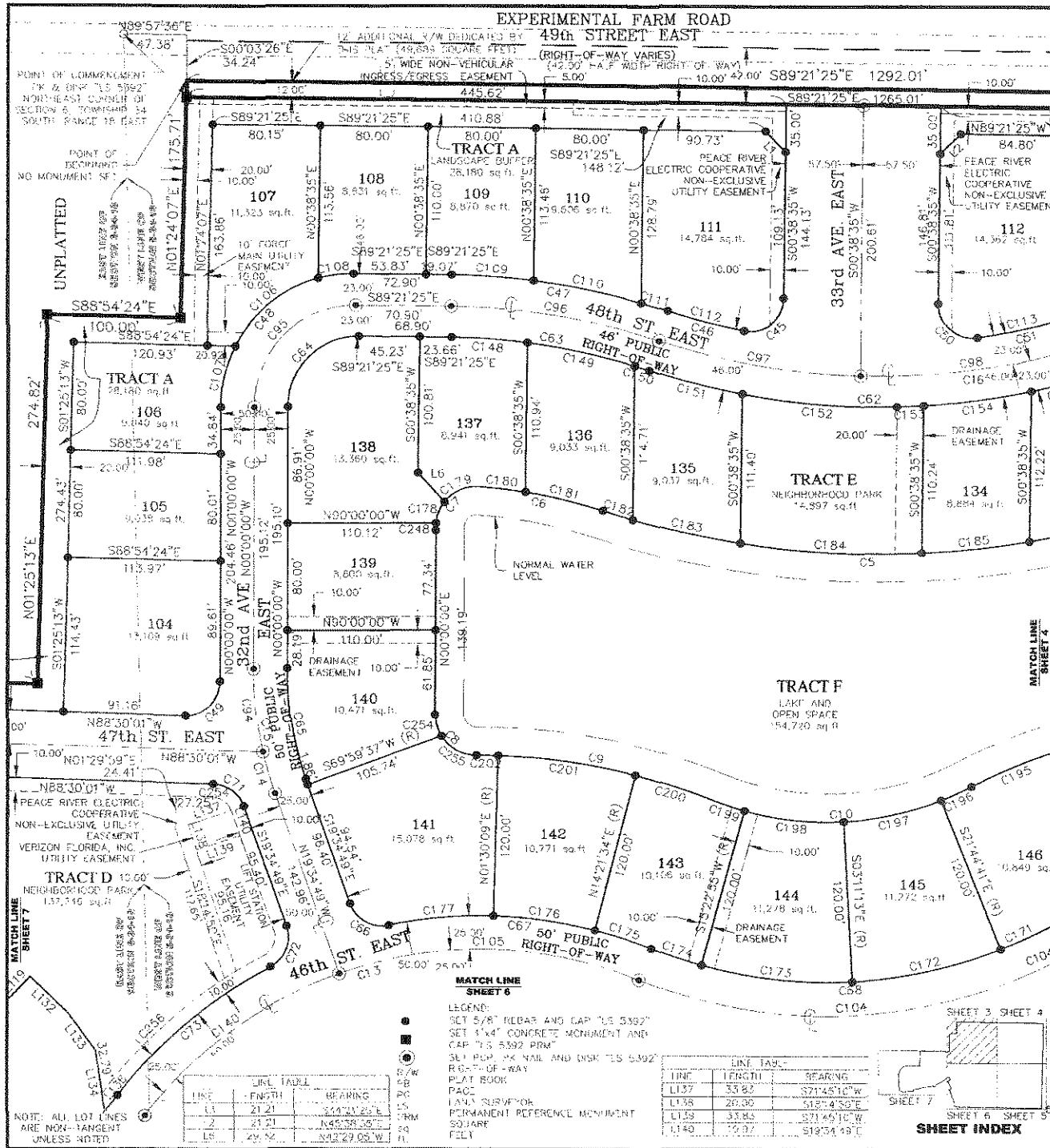
AFN CONSULTING, INC.
3450 Spectacular Blvd. Ct.
Wesley Chapel, FL 33644
Tel: 813-503-3228
Fax: 813-973-7127

SHEET 2 OF 7

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SUGAR MILL LAKES - PHASE I MANATEE COUNTY, FLORIDA

A PLAT OF A PORTION OF THE NORTHWEST 1/4 OF SECTION 5
AND THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 34 SOUTH,
RANGE 16 EAST, MANATEE COUNTY, FLORIDA.



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	40.51	452.00	34°43'23"	S89°21'25"E	305.44
C2	94.04	382.00	110°06'20"	N87°01'47"W	90.81
C3	43.17	360.00	91°45'11"	S89°21'25"E	42.50
C4	43.39	300.00	96°30'43"	S89°21'25"E	42.52
C5	39.95	240.00	103°17'33"	S89°21'25"E	39.96
C6	159.55	240.00	25°49'44"	N89°21'25"W	161.52
C7	408.81	315.00	71°12'07"	S89°21'25"E	381.20
C8	32.65	275.00	6°48'05"	S89°21'25"E	32.58
C9	92.98	175.00	17°34'43"	S89°21'25"E	92.98
C10	30.58	225.00	54°49'33"	S89°21'25"E	30.58
C11	43.99	240.00	100°06'20"	N87°01'47"W	39.74
C12	42.85	240.00	100°06'20"	N87°01'47"W	39.74
C13	22.15	240.00	17°39'46"	N89°21'25"W	22.15
C14	162.04	240.00	99°50'50"	S89°21'25"E	152.77
C15	39.92	275.00	9°12'50"	N89°21'25"W	39.92
C16	13.17	250.00	89°56'58"	N89°21'25"W	13.17
C17	74.43	240.00	8°22'01"	N89°21'25"W	74.43
C18	23.98	240.00	100°06'20"	S89°21'25"E	23.98
C19	189.81	492.00	1°12'46"	N89°21'25"W	189.81
C20	92.27	225.00	56°34'50"	S89°21'25"E	92.27
C21	59.14	250.00	10°34'49"	N89°21'25"W	59.14
C22	59.63	250.00	10°34'49"	N89°21'25"W	59.63
C23	120.72	240.00	94°32'59"	N89°21'25"W	120.72
C24	59.63	240.00	100°06'20"	S89°21'25"E	59.63
C25	59.63	240.00	100°06'20"	S89°21'25"E	59.63
C26	31.50	240.00	100°06'20"	S89°21'25"E	31.50
C27	35.93	250.00	85°17'22"	N89°21'25"W	35.93
C28	31.92	275.00	10°44'44"	N89°21'25"W	31.92
C29	116.63	250.00	89°39'59"	S89°21'25"E	106.60
C30	192.33	315.00	1°12'46"	N89°21'25"W	182.82
C31	152.33	315.00	1°12'46"	N89°21'25"W	142.82
C32	54.34	500.00	10°34'49"	N89°21'25"W	54.34
C33	25.28	275.00	49°46'49"	N89°21'25"W	25.28
C34	237.40	315.00	1°12'46"	N89°21'25"W	227.31
C35	81.82	250.00	47°52'58"	S89°21'25"E	79.84
C36	44.73	250.00	27°49'33"	S89°21'25"E	44.73
C37	26.49	240.00	100°06'20"	S89°21'25"E	26.49
C38	77.05	500.00	1°12'46"	N89°21'25"W	77.05
C39	91.54	250.00	0°46'59"	N89°21'25"W	91.54
C40	20.68	240.00	6°11'37"	N89°21'25"W	20.68
C41	58.05	382.00	6°24'24"	N89°21'25"W	58.05
C42	22.89	240.00	10°34'49"	N89°21'25"W	22.89
C43	38.46	240.00	6°24'24"	N89°21'25"W	38.46
C44	61.65	492.00	4°00'00"	N89°21'25"W	61.65
C45	44.89	482.00	1°17'21"	N89°21'25"W	44.89
C46	71.43	240.00	9°24'50"	S89°21'25"E	71.43
C47	115.44	240.00	1°59'14"	S89°21'25"E	115.20
C48	98.01	550.00	7°44'44"	N89°21'25"W	98.01
C49	65.00	240.00	8°22'01"	N89°21'25"W	65.00
C50	97.78	350.00	6°11'37"	N89°21'25"W	97.78
C51	117.23	350.00	6°11'37"	N89°21'25"W	117.23
C52	113.43	240.00	18°17'08"	S89°21'25"E	113.43
C53	35.39	250.00	6°24'24"	S89°21'25"E	35.39
C54	41.05	140.00	7°05'41"	N89°21'25"W	41.05
C55	78.50	140.00	10°34'49"	N89°21'25"W	78.50
C56	78.50	140.00	10°34'49"	N89°21'25"W	78.50
C57	25.99	240.00	11°23'24"	S89°21'25"E	25.99
C58	12.43	240.00	91°07'27"	S89°21'25"E	12.43
C59	37.00	300.00	38°51'39"	S89°21'25"E	37.00
C60	44.71	382.00	5°21'24"	N89°21'25"W	44.70
C61	53.73	382.00	5°21'24"	N89°21'25"W	53.72
C62	23.77	682.00	2°00'00"	S89°21'25"E	23.77
C63	32.51	682.00	7°05'41"	S89°21'25"E	32.51
C64	26.49	240.00	10°34'49"	S89°21'25"E	26.49
C65	26.49	240.00	10°34'49"	S89°21'25"E	26.49
C66	70.24	362.00	1°58'44"	N89°21'25"W	70.24
C67	70.24	362.00	1°58'44"	N89°21'25"W	70.24
C68	44.83	240.00	6°11'37"	N89°21'25"W	44.83
C69	74.51	240.00	10°34'49"	N89°21'25"W	74.51
C70	23.98	240.00	10°34'49"	N89°21'25"W	23.98
C71	23.98	240.00	10°34'49"	N89°21'25"W	23.98
C72	31.50	240.00	100°06'20"	S89°21'25"E	31.50
C73	103.22	468.00	88°14'09"	N89°21'25"W	103.00
C74	27.17	468.00	88°14'09"	N89°21'25"W	27.17
C75	39.67	300.00	88°59'29"	S89°21'25"E	39.67
C76	10.18	390.00	85°16'39"	S89°21'25"E	10.18
C77	22.50	382.00	9°24'50"	S89°21'25"E	22.50

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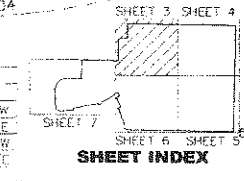
- LEGEND:
- 1/2" 5/8" REBAR AND CAP "1.5 5392"
 - 1" x 4" CONCRETE MONUMENT AND CAP "1.5 5392 PBM"
 - 1/2" 1/2" NAIL AND INS "1.5 5392"
 - PLAT BOOK
 - ▭ PLAT
 - 1/4" 3/8" W/OK
 - PERMANENT REFERENCE MONUMENT
 - 3/4" IRR
 - FEET

LINE TABLE

LINE	LENGTH	BEARING
L1	21.21	S89°21'25"E
L2	21.21	S89°21'25"E
L3	29.74	N89°21'25"W

LINE TABLE

LINE	LENGTH	BEARING
L137	33.82	S71°45'16"W
L138	20.00	S12°45'58"E
L139	33.83	S71°45'16"W
L140	10.97	S19°34'19"E



Scale 1" = 50'

AFN CONSULTING, INC.
3450 Spectacular Bid Ct
Wesley Chapel, FL 33544
Tel 813-503-3226
Fax 813-973-7127

SHEET 3 OF 7

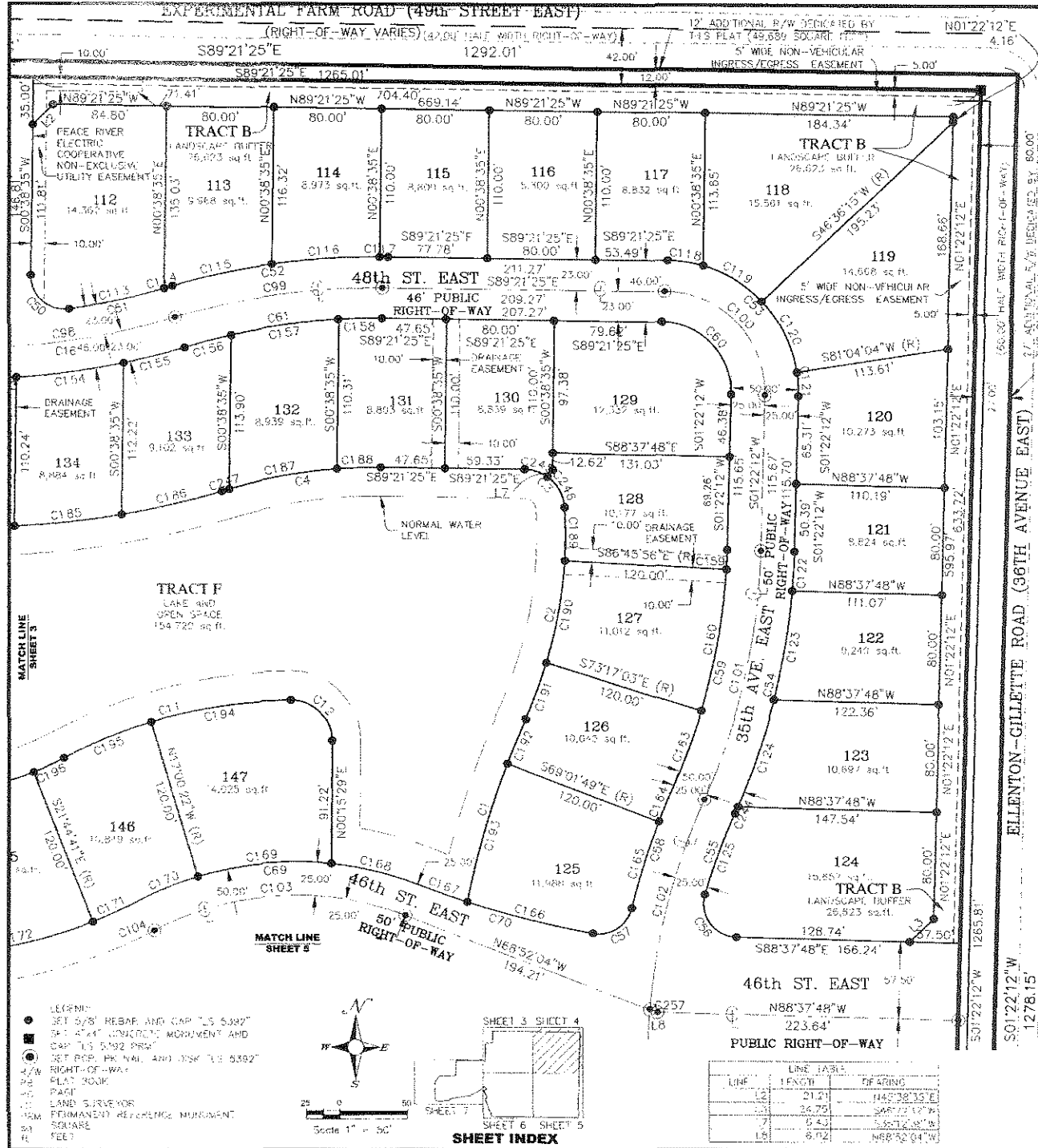
EXPERIMENTAL FARM ROAD (49th STREET EAST)

(RIGHT-OF-WAY VARIES) (42.00' HALF WIDTH RIGHT-OF-WAY)

12' ADDITIONAL R/W DEDICATED BY
14'S PLAT 49,589 SUGAR MILL
5' WIDE NON-VEHICULAR
INGRESS/EGRESS EASEMENT

SUGAR MILL LAKES - PHASE I
MANATEE COUNTY, FLORIDA

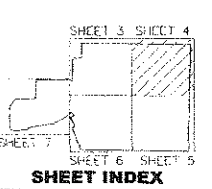
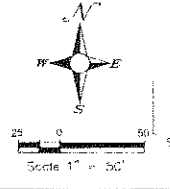
A PLAT OF A PORTION OF THE NORTHWEST 1/4 OF SECTION 5 AND THE
NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA.



CURVE TABLE

CURVE	FOOTCH	SARIES	CH. TA	CH. BEG	CH. END
C1	115.26	650.30	105.714	107.741	122.94
C2	148.36	824.81	127.948	130.741	152.24
C3	44.86	38.31	87.403	88.313	40.00
C4	115.87	389.30	77.227	78.377	105.43
C5	174.59	578.16	112.224	113.448	174.92
C6	42.53	36.16	50.553	51.018	47.74
C7	43.17	36.41	51.250	51.715	48.38
C8	43.17	36.41	51.250	51.715	48.38
C9	43.17	36.41	51.250	51.715	48.38
C10	43.17	36.41	51.250	51.715	48.38
C11	71.46	586.30	87.531	88.755	71.20
C12	153.39	1,244.00	178.865	180.330	152.27
C13	153.18	1,241.00	178.650	180.115	152.06
C14	153.18	1,241.00	178.650	180.115	152.06
C15	153.18	1,241.00	178.650	180.115	152.06
C16	153.18	1,241.00	178.650	180.115	152.06
C17	153.18	1,241.00	178.650	180.115	152.06
C18	153.18	1,241.00	178.650	180.115	152.06
C19	153.18	1,241.00	178.650	180.115	152.06
C20	153.18	1,241.00	178.650	180.115	152.06
C21	153.18	1,241.00	178.650	180.115	152.06
C22	153.18	1,241.00	178.650	180.115	152.06
C23	153.18	1,241.00	178.650	180.115	152.06
C24	153.18	1,241.00	178.650	180.115	152.06
C25	153.18	1,241.00	178.650	180.115	152.06
C26	153.18	1,241.00	178.650	180.115	152.06
C27	153.18	1,241.00	178.650	180.115	152.06
C28	153.18	1,241.00	178.650	180.115	152.06
C29	153.18	1,241.00	178.650	180.115	152.06
C30	153.18	1,241.00	178.650	180.115	152.06
C31	153.18	1,241.00	178.650	180.115	152.06
C32	153.18	1,241.00	178.650	180.115	152.06
C33	153.18	1,241.00	178.650	180.115	152.06
C34	153.18	1,241.00	178.650	180.115	152.06
C35	153.18	1,241.00	178.650	180.115	152.06
C36	153.18	1,241.00	178.650	180.115	152.06
C37	153.18	1,241.00	178.650	180.115	152.06
C38	153.18	1,241.00	178.650	180.115	152.06
C39	153.18	1,241.00	178.650	180.115	152.06
C40	153.18	1,241.00	178.650	180.115	152.06
C41	153.18	1,241.00	178.650	180.115	152.06
C42	153.18	1,241.00	178.650	180.115	152.06
C43	153.18	1,241.00	178.650	180.115	152.06
C44	153.18	1,241.00	178.650	180.115	152.06
C45	153.18	1,241.00	178.650	180.115	152.06
C46	153.18	1,241.00	178.650	180.115	152.06
C47	153.18	1,241.00	178.650	180.115	152.06
C48	153.18	1,241.00	178.650	180.115	152.06
C49	153.18	1,241.00	178.650	180.115	152.06
C50	153.18	1,241.00	178.650	180.115	152.06
C51	153.18	1,241.00	178.650	180.115	152.06
C52	153.18	1,241.00	178.650	180.115	152.06
C53	153.18	1,241.00	178.650	180.115	152.06
C54	153.18	1,241.00	178.650	180.115	152.06
C55	153.18	1,241.00	178.650	180.115	152.06
C56	153.18	1,241.00	178.650	180.115	152.06
C57	153.18	1,241.00	178.650	180.115	152.06
C58	153.18	1,241.00	178.650	180.115	152.06
C59	153.18	1,241.00	178.650	180.115	152.06
C60	153.18	1,241.00	178.650	180.115	152.06
C61	153.18	1,241.00	178.650	180.115	152.06
C62	153.18	1,241.00	178.650	180.115	152.06
C63	153.18	1,241.00	178.650	180.115	152.06
C64	153.18	1,241.00	178.650	180.115	152.06
C65	153.18	1,241.00	178.650	180.115	152.06
C66	153.18	1,241.00	178.650	180.115	152.06
C67	153.18	1,241.00	178.650	180.115	152.06
C68	153.18	1,241.00	178.650	180.115	152.06
C69	153.18	1,241.00	178.650	180.115	152.06
C70	153.18	1,241.00	178.650	180.115	152.06
C71	153.18	1,241.00	178.650	180.115	152.06
C72	153.18	1,241.00	178.650	180.115	152.06
C73	153.18	1,241.00	178.650	180.115	152.06
C74	153.18	1,241.00	178.650	180.115	152.06
C75	153.18	1,241.00	178.650	180.115	152.06
C76	153.18	1,241.00	178.650	180.115	152.06
C77	153.18	1,241.00	178.650	180.115	152.06
C78	153.18	1,241.00	178.650	180.115	152.06
C79	153.18	1,241.00	178.650	180.115	152.06
C80	153.18	1,241.00	178.650	180.115	152.06
C81	153.18	1,241.00	178.650	180.115	152.06
C82	153.18	1,241.00	178.650	180.115	152.06
C83	153.18	1,241.00	178.650	180.115	152.06
C84	153.18	1,241.00	178.650	180.115	152.06
C85	153.18	1,241.00	178.650	180.115	152.06
C86	153.18	1,241.00	178.650	180.115	152.06
C87	153.18	1,241.00	178.650	180.115	152.06
C88	153.18	1,241.00	178.650	180.115	152.06
C89	153.18	1,241.00	178.650	180.115	152.06
C90	153.18	1,241.00	178.650	180.115	152.06
C91	153.18	1,241.00	178.650	180.115	152.06
C92	153.18	1,241.00	178.650	180.115	152.06
C93	153.18	1,241.00	178.650	180.115	152.06
C94	153.18	1,241.00	178.650	180.115	152.06
C95	153.18	1,241.00	178.650	180.115	152.06
C96	153.18	1,241.00	178.650	180.115	152.06
C97	153.18	1,241.00	178.650	180.115	152.06
C98	153.18	1,241.00	178.650	180.115	152.06
C99	153.18	1,241.00	178.650	180.115	152.06
C100	153.18	1,241.00	178.650	180.115	152.06

- 1.00' = 1.00"
- SET 5/8" REBAR AND CAP "LS 5392"
- SET 1/4" CONCRETE MONUMENT AND CAP "LS 5492 PRS"
- SET COP. IR NAIL AND "LS 5392"
- 1/4" PLAT ROD
- 1/4" PAINT
- LAND SURVEYOR
- PERMANENT REFERENCE MONUMENT
- SQUARE
- FEET



LINE TABLE

LINE	LENGTH	BEARING
L3	21.21	145°38'33"E
L4	14.70	349°11'17"W
L5	6.43	325°12'58"W
L6	6.92	N68°52'04"W

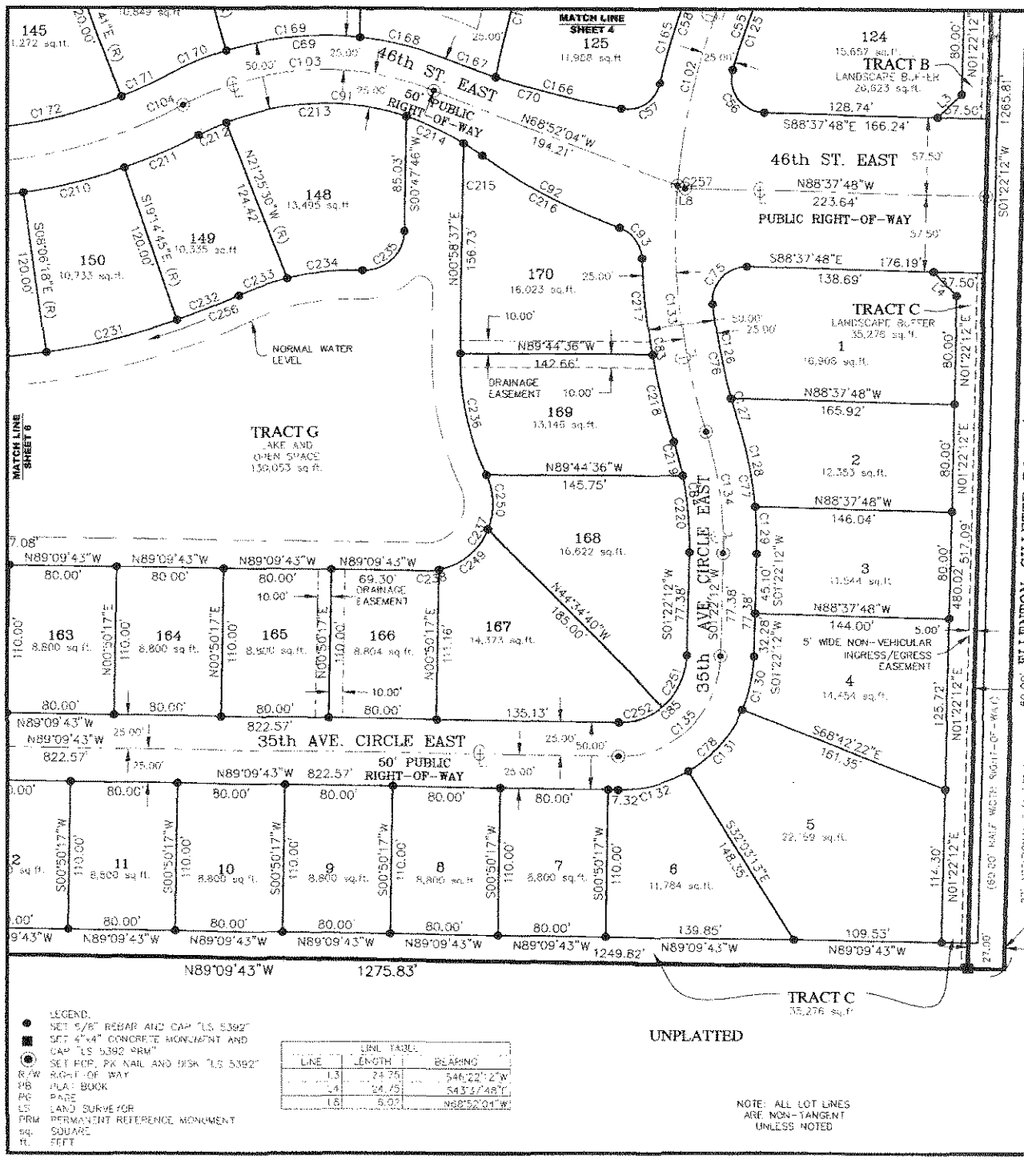
5450 Spectacular Blvd. Ct.
Wesley Chapel, FL 33544
Tel 813-503-3228
Fax 813-973-7127



SUGAR MILL LAKES - PHASE I
MANATEE COUNTY, FLORIDA

A PLAT OF A PORTION OF THE NORTHWEST 1/4 OF SECTION 5 AND THE
NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA.

CHORD	CHORD BEARING	RADIUS	DELTA	DIRECTION	CHORD
0.00	0.00	0.00	0.00		0.00
0.05	45.00	0.05	90.00	S45.00E	0.05
0.10	90.00	0.10	180.00	S90.00E	0.10
0.15	135.00	0.15	270.00	S135.00E	0.15
0.20	180.00	0.20	360.00	S180.00E	0.20
0.25	225.00	0.25	450.00	S225.00E	0.25
0.30	270.00	0.30	540.00	S270.00E	0.30
0.35	315.00	0.35	630.00	S315.00E	0.35
0.40	360.00	0.40	720.00	S360.00E	0.40
0.45	405.00	0.45	810.00	S405.00E	0.45
0.50	450.00	0.50	900.00	S450.00E	0.50
0.55	495.00	0.55	990.00	S495.00E	0.55
0.60	540.00	0.60	1080.00	S540.00E	0.60
0.65	585.00	0.65	1170.00	S585.00E	0.65
0.70	630.00	0.70	1260.00	S630.00E	0.70
0.75	675.00	0.75	1350.00	S675.00E	0.75
0.80	720.00	0.80	1440.00	S720.00E	0.80
0.85	765.00	0.85	1530.00	S765.00E	0.85
0.90	810.00	0.90	1620.00	S810.00E	0.90
0.95	855.00	0.95	1710.00	S855.00E	0.95
1.00	900.00	1.00	1800.00	S900.00E	1.00
1.05	945.00	1.05	1890.00	S945.00E	1.05
1.10	990.00	1.10	1980.00	S990.00E	1.10
1.15	1035.00	1.15	2070.00	S1035.00E	1.15
1.20	1080.00	1.20	2160.00	S1080.00E	1.20
1.25	1125.00	1.25	2250.00	S1125.00E	1.25
1.30	1170.00	1.30	2340.00	S1170.00E	1.30
1.35	1215.00	1.35	2430.00	S1215.00E	1.35
1.40	1260.00	1.40	2520.00	S1260.00E	1.40
1.45	1305.00	1.45	2610.00	S1305.00E	1.45
1.50	1350.00	1.50	2700.00	S1350.00E	1.50
1.55	1395.00	1.55	2790.00	S1395.00E	1.55
1.60	1440.00	1.60	2880.00	S1440.00E	1.60
1.65	1485.00	1.65	2970.00	S1485.00E	1.65
1.70	1530.00	1.70	3060.00	S1530.00E	1.70
1.75	1575.00	1.75	3150.00	S1575.00E	1.75
1.80	1620.00	1.80	3240.00	S1620.00E	1.80
1.85	1665.00	1.85	3330.00	S1665.00E	1.85
1.90	1710.00	1.90	3420.00	S1710.00E	1.90
1.95	1755.00	1.95	3510.00	S1755.00E	1.95
2.00	1800.00	2.00	3600.00	S1800.00E	2.00
2.05	1845.00	2.05	3690.00	S1845.00E	2.05
2.10	1890.00	2.10	3780.00	S1890.00E	2.10
2.15	1935.00	2.15	3870.00	S1935.00E	2.15
2.20	1980.00	2.20	3960.00	S1980.00E	2.20
2.25	2025.00	2.25	4050.00	S2025.00E	2.25
2.30	2070.00	2.30	4140.00	S2070.00E	2.30
2.35	2115.00	2.35	4230.00	S2115.00E	2.35
2.40	2160.00	2.40	4320.00	S2160.00E	2.40
2.45	2205.00	2.45	4410.00	S2205.00E	2.45
2.50	2250.00	2.50	4500.00	S2250.00E	2.50
2.55	2295.00	2.55	4590.00	S2295.00E	2.55
2.60	2340.00	2.60	4680.00	S2340.00E	2.60
2.65	2385.00	2.65	4770.00	S2385.00E	2.65
2.70	2430.00	2.70	4860.00	S2430.00E	2.70
2.75	2475.00	2.75	4950.00	S2475.00E	2.75
2.80	2520.00	2.80	5040.00	S2520.00E	2.80
2.85	2565.00	2.85	5130.00	S2565.00E	2.85
2.90	2610.00	2.90	5220.00	S2610.00E	2.90
2.95	2655.00	2.95	5310.00	S2655.00E	2.95
3.00	2700.00	3.00	5400.00	S2700.00E	3.00
3.05	2745.00	3.05	5490.00	S2745.00E	3.05
3.10	2790.00	3.10	5580.00	S2790.00E	3.10
3.15	2835.00	3.15	5670.00	S2835.00E	3.15
3.20	2880.00	3.20	5760.00	S2880.00E	3.20
3.25	2925.00	3.25	5850.00	S2925.00E	3.25
3.30	2970.00	3.30	5940.00	S2970.00E	3.30
3.35	3015.00	3.35	6030.00	S3015.00E	3.35
3.40	3060.00	3.40	6120.00	S3060.00E	3.40
3.45	3105.00	3.45	6210.00	S3105.00E	3.45
3.50	3150.00	3.50	6300.00	S3150.00E	3.50
3.55	3195.00	3.55	6390.00	S3195.00E	3.55
3.60	3240.00	3.60	6480.00	S3240.00E	3.60
3.65	3285.00	3.65	6570.00	S3285.00E	3.65
3.70	3330.00	3.70	6660.00	S3330.00E	3.70
3.75	3375.00	3.75	6750.00	S3375.00E	3.75
3.80	3420.00	3.80	6840.00	S3420.00E	3.80
3.85	3465.00	3.85	6930.00	S3465.00E	3.85
3.90	3510.00	3.90	7020.00	S3510.00E	3.90
3.95	3555.00	3.95	7110.00	S3555.00E	3.95
4.00	3600.00	4.00	7200.00	S3600.00E	4.00

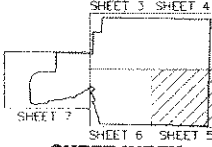
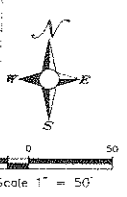


- 1/2" x 1/2" REBAR AND CAP 'LS 5392'
- 4" x 4" CONCRETE MONUMENT AND CAP 'LS 5392 PRM'
- SET FOR PIN NAIL AND DISK 'LS 5392'
- 60" x 4" OF WAY
- ▭ PLAT BOOK
- PACE
- LAND SURVEYOR
- ▭ PERMANENT REFERENCE MONUMENT
- SQUARE
- FEET

LINE	LENGTH	BEARING
1.3	24.75	S46°22'12"W
1.4	24.75	S43°37'48"E
1.8	9.02	N88°52'04"W

UNPLATTED

NOTE: ALL LOT LINES ARE NON-TANGENT UNLESS NOTED



5450 Spectacular Blvd
Wesley Chapel, FL 32744
Tel: 813-503-3228
Fax: 813-979-7127

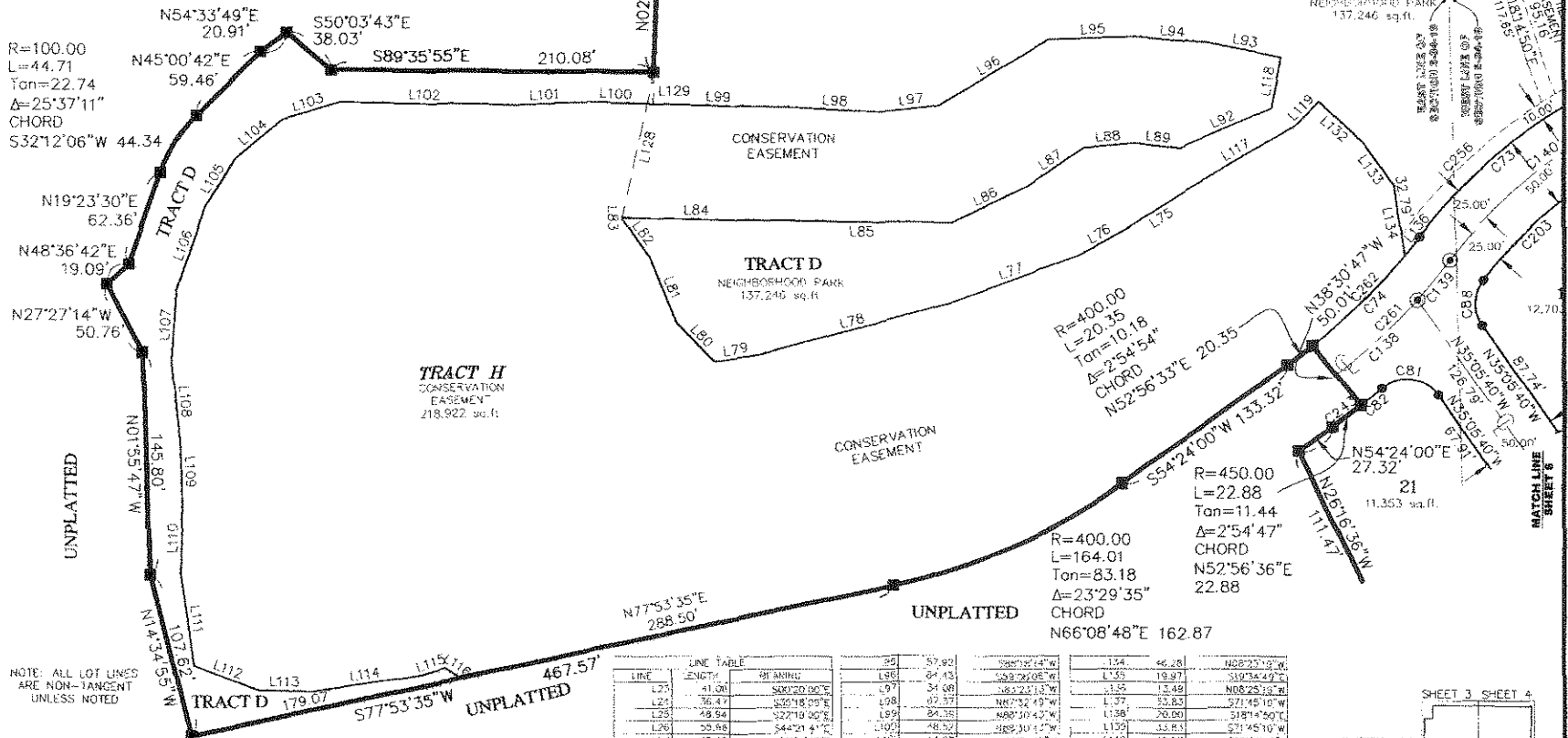
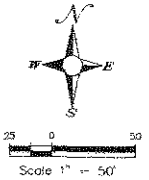


SHEET 5 OF 7

**SUGAR MILL LAKES - PHASE I
MANATEE COUNTY, FLORIDA**

A PLAT OF A PORTION OF THE NORTHWEST 1/4 OF SECTION 5 AND THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA.

- LEGEND:**
- SET 5/8" REBAR AND CAP "LS 5392"
 - SET 4" x 4" CONCRETE MONUMENT AND CAP "LS 5392 PRM"
 - SET COP. PK NAIL AND DISK "LS 5392"
 - R/W RIGHT-OF-WAY
 - PLAT BOOK (PLAT BOOK)
 - PG. PAGE
 - LS. LAND SURVEYOR
 - PRM. PERMANENT REFERENCE MONUMENT
 - sq. SQUARE
 - ft. FEET



NOTE: ALL LOT LINES ARE NON-TANGENT UNLESS NOTED

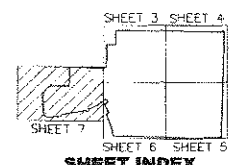
CURVE TABLE

CURVE	LENGTH	BEARING	CHORD
L100	19.44'	S88°30'13"E	431.27'
L101	25.00'	S88°30'01"E	601.00'
L102	25.00'	S88°30'01"E	537.68'
L103	10.00'	S88°30'01"E	564.84'
L104	10.00'	S88°30'01"E	537.68'
L105	10.00'	S88°30'01"E	537.68'
L106	10.00'	S88°30'01"E	537.68'
L107	10.00'	S88°30'01"E	537.68'
L108	10.00'	S88°30'01"E	537.68'
L109	10.00'	S88°30'01"E	537.68'
L110	10.00'	S88°30'01"E	537.68'
L111	10.00'	S88°30'01"E	537.68'
L112	10.00'	S88°30'01"E	537.68'
L113	10.00'	S88°30'01"E	537.68'
L114	10.00'	S88°30'01"E	537.68'
L115	10.00'	S88°30'01"E	537.68'
L116	10.00'	S88°30'01"E	537.68'
L117	10.00'	S88°30'01"E	537.68'
L118	10.00'	S88°30'01"E	537.68'
L119	10.00'	S88°30'01"E	537.68'
L120	10.00'	S88°30'01"E	537.68'
L121	10.00'	S88°30'01"E	537.68'
L122	10.00'	S88°30'01"E	537.68'
L123	10.00'	S88°30'01"E	537.68'
L124	10.00'	S88°30'01"E	537.68'
L125	10.00'	S88°30'01"E	537.68'
L126	10.00'	S88°30'01"E	537.68'
L127	10.00'	S88°30'01"E	537.68'
L128	10.00'	S88°30'01"E	537.68'
L129	10.00'	S88°30'01"E	537.68'
L130	10.00'	S88°30'01"E	537.68'
L131	10.00'	S88°30'01"E	537.68'
L132	10.00'	S88°30'01"E	537.68'
L133	10.00'	S88°30'01"E	537.68'
L134	10.00'	S88°30'01"E	537.68'
L135	10.00'	S88°30'01"E	537.68'
L136	10.00'	S88°30'01"E	537.68'
L137	10.00'	S88°30'01"E	537.68'
L138	10.00'	S88°30'01"E	537.68'
L139	10.00'	S88°30'01"E	537.68'

LINE TABLE

LINE	LENGTH	BEARING	CHORD
L100	19.44'	S88°30'13"E	431.27'
L101	25.00'	S88°30'01"E	601.00'
L102	25.00'	S88°30'01"E	537.68'
L103	10.00'	S88°30'01"E	564.84'
L104	10.00'	S88°30'01"E	537.68'
L105	10.00'	S88°30'01"E	537.68'
L106	10.00'	S88°30'01"E	537.68'
L107	10.00'	S88°30'01"E	537.68'
L108	10.00'	S88°30'01"E	537.68'
L109	10.00'	S88°30'01"E	537.68'
L110	10.00'	S88°30'01"E	537.68'
L111	10.00'	S88°30'01"E	537.68'
L112	10.00'	S88°30'01"E	537.68'
L113	10.00'	S88°30'01"E	537.68'
L114	10.00'	S88°30'01"E	537.68'
L115	10.00'	S88°30'01"E	537.68'
L116	10.00'	S88°30'01"E	537.68'
L117	10.00'	S88°30'01"E	537.68'
L118	10.00'	S88°30'01"E	537.68'
L119	10.00'	S88°30'01"E	537.68'
L120	10.00'	S88°30'01"E	537.68'
L121	10.00'	S88°30'01"E	537.68'
L122	10.00'	S88°30'01"E	537.68'
L123	10.00'	S88°30'01"E	537.68'
L124	10.00'	S88°30'01"E	537.68'
L125	10.00'	S88°30'01"E	537.68'
L126	10.00'	S88°30'01"E	537.68'
L127	10.00'	S88°30'01"E	537.68'
L128	10.00'	S88°30'01"E	537.68'
L129	10.00'	S88°30'01"E	537.68'
L130	10.00'	S88°30'01"E	537.68'
L131	10.00'	S88°30'01"E	537.68'
L132	10.00'	S88°30'01"E	537.68'
L133	10.00'	S88°30'01"E	537.68'
L134	10.00'	S88°30'01"E	537.68'
L135	10.00'	S88°30'01"E	537.68'
L136	10.00'	S88°30'01"E	537.68'
L137	10.00'	S88°30'01"E	537.68'
L138	10.00'	S88°30'01"E	537.68'
L139	10.00'	S88°30'01"E	537.68'

FILED AND RECORDED
7/29/04 @ 3:44pm
R. B. SHREVE, CLERK
MANATEE COUNTY, FLA.



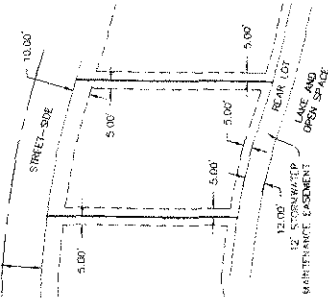
5450 Spectacular Bid Ct.
Wesley Chapel, FL 33544
Tel 813-503-3228
Fax 813-973-7127



SUGAR MILL LAKES - PHASE II and III
MANATEE COUNTY, FLORIDA
 A PLAT OF A PORTION OF THE NORTHEAST 1/4 OF
 SECTION 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST
 MANATEE COUNTY, FLORIDA.

MANATEE COUNTY GIS MONUMENT
 MONUMENT
 UTM ZONE 18Q
 UTM EASTING 840000.00
 UTM NORTHING 1725000.00
 UTM SCALE FACTOR 0.9999999999999999
 UTM FALSE EASTING 500000.00
 UTM FALSE NORTHING 1000000.00
 UTM CENTER OF MASS X 840000.00
 UTM CENTER OF MASS Y 1725000.00

CURVE	LENGTH	ANGLE	DELTA	CHORD	CHORD
				LENGTH	BEARING
1	10.00	90.00	10.00	10.00	S 00° 00' 00" W
2	10.00	90.00	10.00	10.00	S 00° 00' 00" W
3	10.00	90.00	10.00	10.00	S 00° 00' 00" W
4	10.00	90.00	10.00	10.00	S 00° 00' 00" W
5	10.00	90.00	10.00	10.00	S 00° 00' 00" W
6	10.00	90.00	10.00	10.00	S 00° 00' 00" W
7	10.00	90.00	10.00	10.00	S 00° 00' 00" W
8	10.00	90.00	10.00	10.00	S 00° 00' 00" W
9	10.00	90.00	10.00	10.00	S 00° 00' 00" W
10	10.00	90.00	10.00	10.00	S 00° 00' 00" W



TYPICAL LOT EASEMENTS FOR DRAINAGE AND UTILITIES
 (UNLESS OTHERWISE SHOWN, PEACE RIVER ELECTRIC COOPERATIVE NON-EXCLUSIVE UTILITY EASEMENT)

- LEGEND:
- SET 5/8" REBAR AND CAP "LS 5392"
 - SET 4"x4" CONCRETE MONUMENT AND CAP "LS 5392 PRM"
 - SET PGP, PK NAIL, AND DISK "LS 5382"
 - R/W RIGHT-OF-WAY
 - PG PAGE
 - LS LAND SURVEYOR
 - PRM PERMITS REFERENCE MONUMENT
 - PL PLAT
 - FL FLORIDA
 - O/A OVERALL DIMENSION

UNLESS LABELED ALL LOT LINES ARE NON-RADIAL

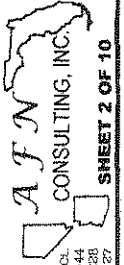
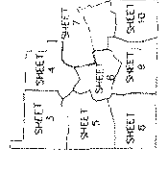
● MONUMENT - TOP OF CATCH BASIN ELEVATION = 2672

● MONUMENT - NORTH RM OF "CHARTER" MANHOLE, SOUTH SIDE OF AFIN STREET EAST, WEST OF CLINTON-DELETTA ROAD ELEVATION = 2696

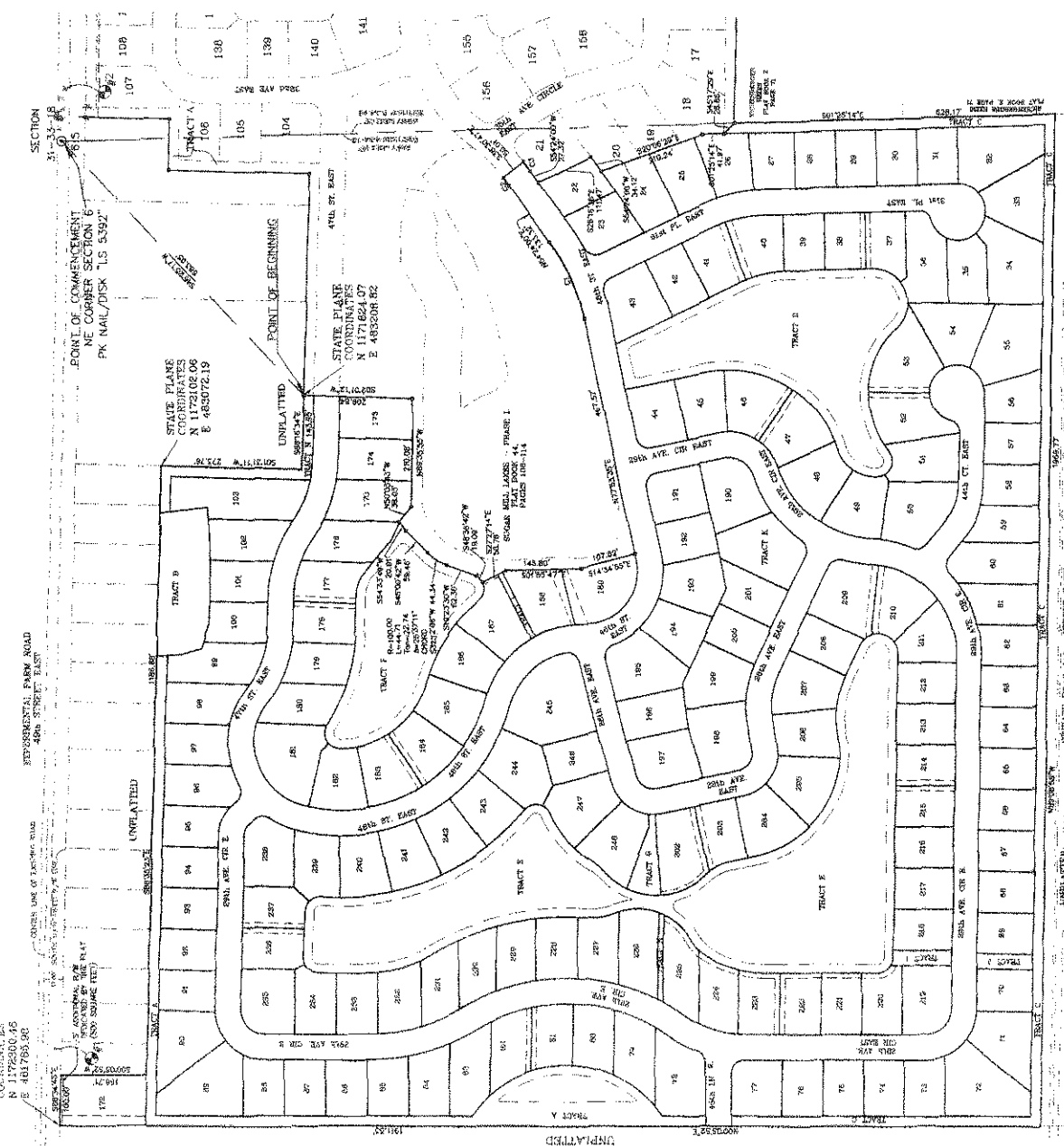
ELEVATIONS SHOWN HEREON REFER TO THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929 AND ARE UNADJUSTED.



KEY / IDENTIFICATION MAP



5400 Spectator Blvd. Ct.
 Wesley Chapel, FL 33544
 Tel 813-608-3288
 Fax 813-973-7127



STATE PLANE COORDINATES
 N 1172102.06
 E 483072.19

SECTION 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

POINT OF COMMENCEMENT
 NE CORNER SECTION 6
 PK NAIL/DISK "LS 5392"

STATE PLANE COORDINATES
 N 1172102.06
 E 483072.19

POINT OF BEGINNING
 UNPLATTED

STATE PLANE COORDINATES
 N 1171624.07
 E 483508.62

STATE PLANE COORDINATES
 N 1171624.07
 E 483508.62

STATE PLANE COORDINATES
 N 1171624.07
 E 483508.62

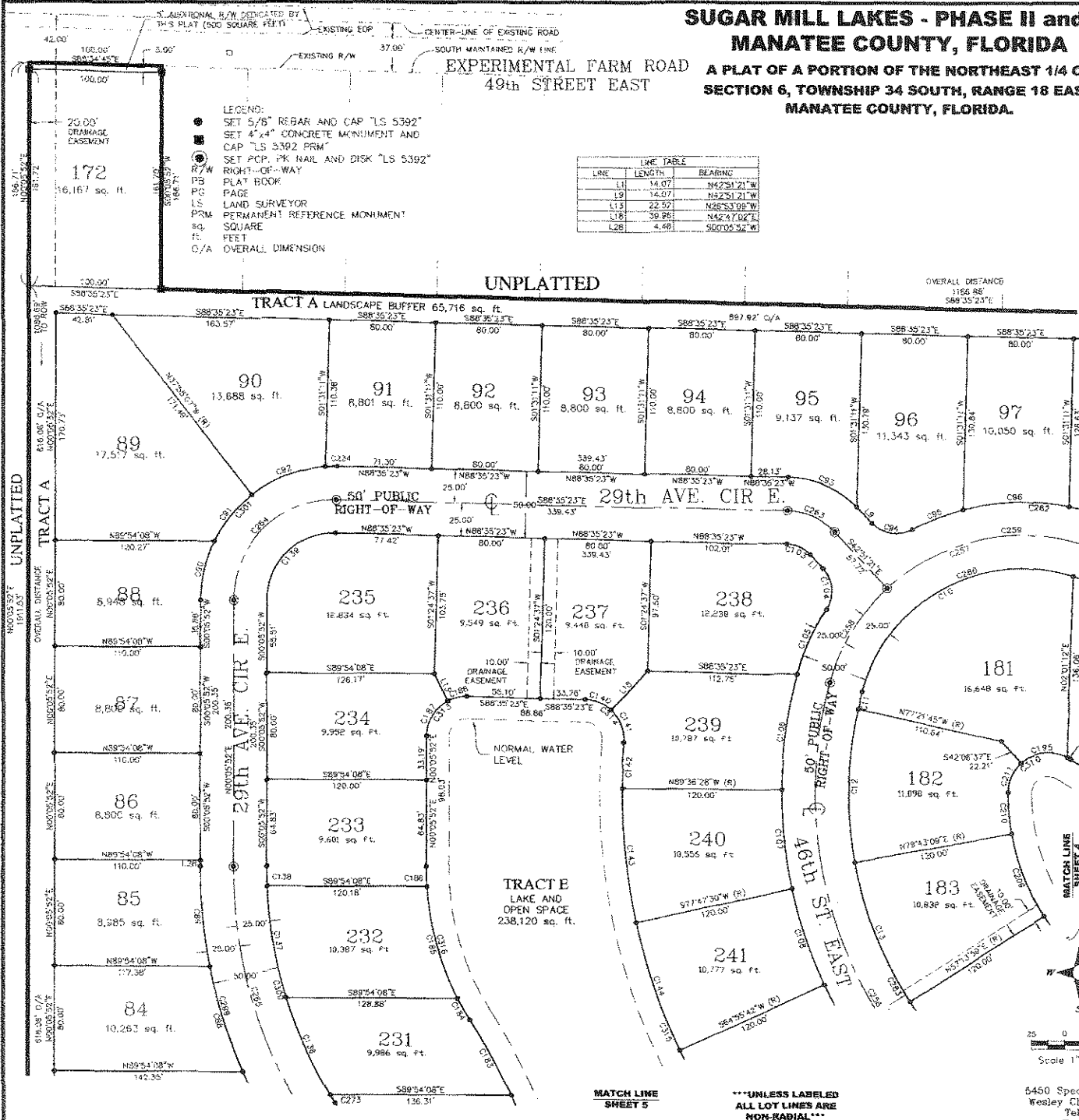
STATE PLANE COORDINATES
 N 1171624.07
 E 483508.62

STATE PLANE COORDINATES
 N 1171624.07
 E 483508.62

STATE PLANE COORDINATES
 N 1171624.07
 E 483508.62

**SUGAR MILL LAKES - PHASE II and III
MANATEE COUNTY, FLORIDA**

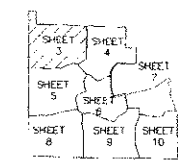
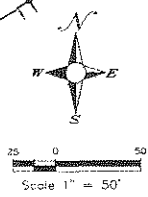
**A PLAT OF A PORTION OF THE NORTHEAST 1/4 OF
SECTION 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA.**



- LEGEND:**
- SET 5/8" REBAR AND CAP 'LS 5392'
 - SET 4" x 4" CONCRETE MONUMENT AND CAP 'LS 5392 PRIM'
 - SET PCP, PK NAIL AND DISK 'LS 5392'
 - R/W RIGHT-OF-WAY
 - PB PLAT BOOK
 - PG PAGE
 - LS LAND SURVEYOR
 - PRM PERMANENT REFERENCE MONUMENT
 - SQ SQUARE
 - F FEET
 - O/A OVERALL DIMENSION

LINE	LENGTH	BEARING
L1	14.07	N42°31'21"W
L9	14.07	N42°31'21"W
L13	22.57	N68°53'08"W
L18	38.86	N42°47'02"E
L28	4.48	S07°05'52"W

CURVE	CURVE TABLE	CHORD	CHORD
LENGTH	RADIUS	DELTA	DIRECTION
C9	42.23	152.80	N72°23'47"W
C10	20.89	125.00	S67°39'06"W
C11	15.89	290.00	S74°44'44"
C12	115.00	150.00	S75°57'06"E
C13	113.80	190.00	S27°29'59"E
C18	83.97	290.00	S71°14'07"E
C19	76.00	190.00	S05°29'05"E
C20	45.71	100.00	S13°11'25"W
C31	45.06	100.00	S77°47'59"
C32	39.93	100.00	S43°58'04"
C33	57.23	160.00	N64°43'00"E
C34	32.93	25.00	S87°57'02"E
C35	41.35	175.00	S67°23'55"W
C36	80.84	175.00	S88°23'50"W
C37	19.96	25.00	N65°43'22"W
C38	32.93	25.00	N05°09'41"W
C39	33.72	175.00	S23°57'50"E
C40	69.02	240.00	S77°48'34"W
C41	74.77	240.00	S07°54'22"E
C42	76.33	240.00	S18°38'24"E
C43	81.00	240.00	S23°43'38"E
C44	85.70	240.00	S07°40'46"E
C45	39.17	140.00	S01°10'30"E
C46	39.17	140.00	S43°45'44"E
C47	21.66	30.00	N67°54'11"W
C48	27.22	30.00	N07°12'29"W
C49	35.12	40.00	S12°34'45"W
C50	39.16	40.00	S05°54'23"E
C51	103.28	40.00	S38°38'54"E
C52	64.99	200.00	N08°10'44"E
C53	39.16	200.00	S21°51'35"E
C54	81.93	200.00	S15°18'28"E
C55	18.18	220.00	S05°52'43"E
C56	33.00	30.00	S31°36'22"W
C57	14.62	30.00	S77°15'44"W
C58	37.27	30.00	S87°28'53"W
C59	66.72	170.00	S01°32'39"E
C60	30.78	170.00	S05°18'33"E
C61	24.97	30.00	S24°02'34"W
C62	8.71	100.00	S88°54'32"W
C63	495.82	100.00	S45°42'40"E
C64	292.97	150.00	S71°20'06"W
C65	83.15	150.00	S31°19'46"W
C66	209.82	150.00	S87°12'59"W
C67	39.16	90.00	N65°43'22"E
C68	113.53	90.00	S45°49'14"W
C69	208.86	265.00	S15°49'28"E
C70	31.86	200.00	S01°56'14"E
C71	1.19	30.00	N69°47'29"W
C72	7.10	240.00	S13°08'53"E
C73	244.18	100.00	S71°19'06"W
C74	208.72	175.00	S01°32'39"E
C75	85.64	200.00	N65°39'42"E
C76	534.24	140.00	S29°47'28"E
C77	216.74	200.00	S15°49'28"E
C78	168.97	240.00	S19°49'28"E
C79	152.37	180.00	S45°49'14"W
C80	63.43	200.00	S07°12'59"W
C81	41.64	200.00	S45°49'14"W
C82	48.88	200.00	N41°54'42"W
C83	446.14	460.00	S03°34'19"E
C84	122.27	220.00	S15°45'28"E



KEY / IDENTIFICATION MAP

AFN CONSULTING, INC.
SHEET 3 OF 10

5450 Spectacular Bid Ct.
Wesley Chapel, FL 33544
Tel 813-603-3226
Fax 813-973-7127

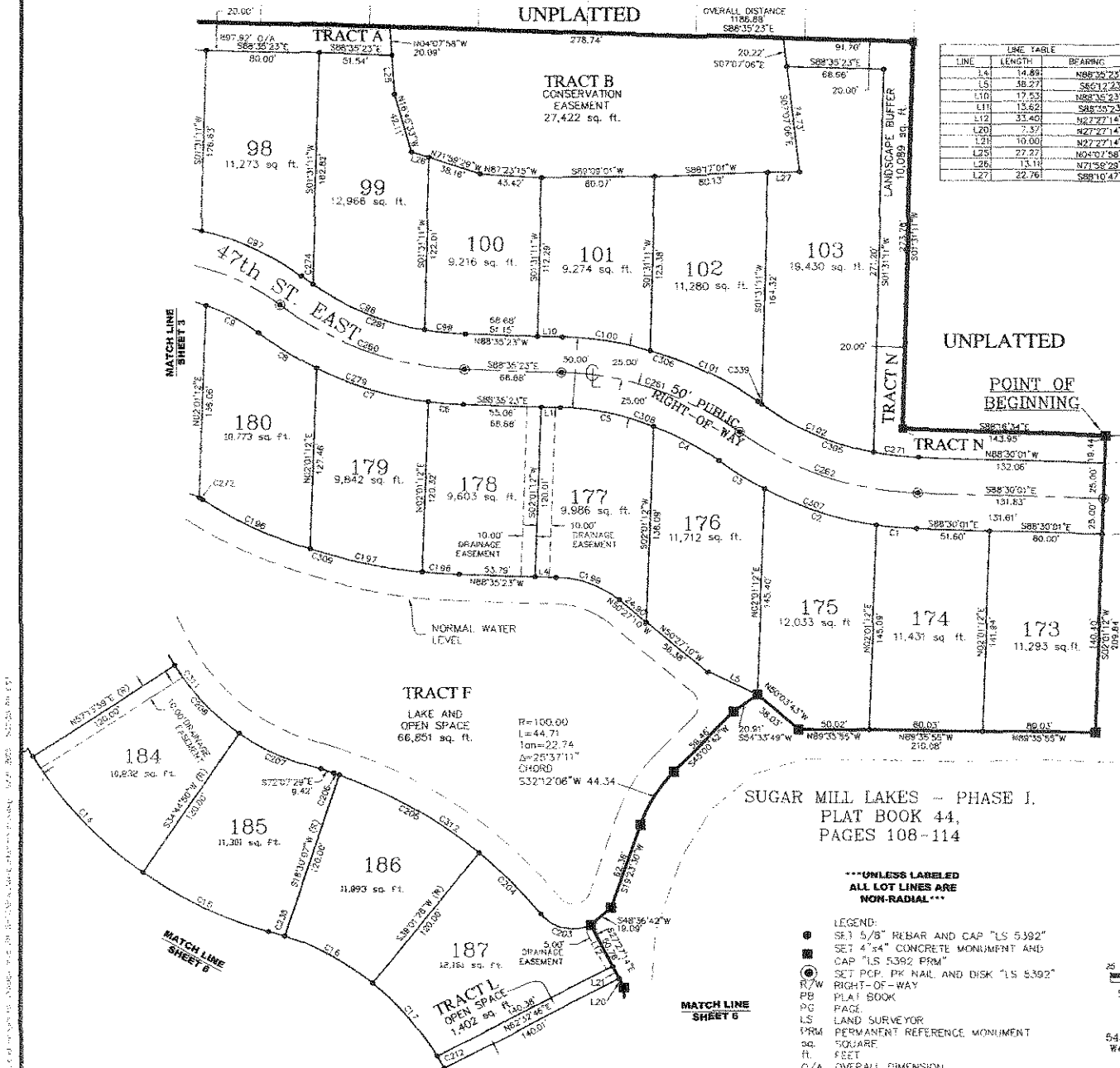
MATCH LINE SHEET 5
UNLESS LABELED ALL LOT LINES ARE NON-RADIAL

SUGAR MILL LAKES - PHASE II and III MANATEE COUNTY, FLORIDA

A PLAT OF A PORTION OF THE NORTHEAST 1/4 OF
SECTION 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA.

UNPLATTED

OVERALL DISTANCE
1186.89
S88°35'23"E



LINE	LENGTH	BEARING
L1	14.89	N88°35'23"W
L5	38.27	S66°12'23"E
L10	17.53	N88°35'23"W
L11	13.62	S88°35'23"E
L12	33.40	N27°27'14"W
L20	3.37	N27°27'14"W
L21	10.00	N82°27'14"W
L25	22.27	N84°27'58"W
L26	13.11	N71°58'29"W
L27	22.76	S88°10'47"W

CURVE	LENGTH	RADIUS	DELTA	DIRECTION	CHORD
C1	29.49	250.00	6°31'11"	S85°14'26"E	26.43
C2	89.43	250.00	19°07'17"	S72°29'13"E	83.04
C3	37.91	250.00	8°41'17"	S88°30'57"E	37.87
C4	89.50	250.00	18°34'33"	N61°42'21"E	82.44
C5	87.95	250.00	18°21'01"	N78°54'53"W	67.25
C6	24.97	250.00	5°41'22"	S89°14'48"E	24.96
C7	23.06	250.00	5°38'21"	S73°08'59"E	22.69
C8	48.32	250.00	11°07'08"	S58°16'51"E	48.44
C9	42.25	195.00	19°22'00"	N62°13'41"W	42.05
C14	13.51	250.00	22°19'49"	S44°08'32"E	13.18
C15	98.95	250.00	19°17'08"	S25°07'42"E	98.48
C16	71.11	200.00	20°22'32"	N41°59'43"E	78.74
C17	49.73	200.00	15°58'37"	N40°59'14"E	69.38
C97	78.37	175.00	25°39'30"	N69°32'26"W	77.72
C98	86.88	200.00	24°19'36"	S67°37'58"E	85.42
C99	28.95	200.00	8°17'39"	S84°26'34"E	28.93
C100	53.12	250.00	14°29'38"	N61°01'34"E	62.99
C101	87.86	250.00	14°57'46"	N64°05'48"E	86.42
C102	86.67	200.00	22°49'47"	S65°57'34"E	86.30
C106	85.76	370.00	13°16'51"	S65°17'26"E	95.57
C197	81.34	370.00	12°39'43"	S78°13'49"E	81.17
C198	26.23	370.00	4°00'43"	S86°33'22"E	26.23
C199	48.66	370.00	54°25'34"	N71°22'31"W	47.34
C200	24.38	200.00	44°29'39"	N44°05'48"E	23.65
C203	28.87	200.00	17°11'04"	S77°42'33"E	28.21
C204	61.60	350.00	11°01'44"	N45°27'42"W	61.50
C205	113.78	300.00	20°22'19"	N61°09'47"W	113.18
C206	4.24	370.00	0°46'26"	N71°44'11"W	4.34
C207	63.36	370.00	21°25'10"	S69°37'49"E	63.19
C208	86.72	370.00	22°23'25"	S44°10'25"E	86.29
C210	10.91	300.00	2°59'01"	N88°33'41"E	10.91
C220	12.86	200.00	9°27'28"	N73°04'34"W	12.86
C260	148.89	250.00	25°52'42"	S70°39'02"E	138.60
C261	135.16	250.00	24°29'04"	N71°22'51"W	133.14
C262	124.61	250.00	14°19'48"	S71°29'38"E	119.96
C271	31.86	200.00	9°07'31"	S83°26'14"E	31.82
C272	119	200.00	21°23'24"	S44°10'25"E	119
C273	10.21	200.00	2°59'01"	N88°33'41"E	10.21
C279	136.59	250.00	25°52'42"	S70°39'02"E	124.50
C281	125.24	200.00	29°52'48"	S70°39'02"E	112.29
C283	436.47	250.00	90°10'39"	S29°42'40"E	413.77
C285	263.13	300.00	29°22'49"	N37°35'34"W	244.56
C300	119.83	200.00	14°19'48"	S71°29'38"E	118.04
C306	120.18	250.00	24°25'04"	N71°22'51"W	117.93
C307	124.29	250.00	24°10'42"	S71°29'38"E	114.30
C308	120.14	200.00	9°27'28"	N73°04'34"W	120.14
C309	153.33	370.00	19°56'17"	S73°37'15"E	151.14
C311	226.24	170.00	76°14'58"	S38°14'02"E	209.98
C312	175.21	250.00	28°10'38"	N56°02'16"E	177.38
C325	1.30	200.00	0°00'00"	S34°21'30"E	1.30

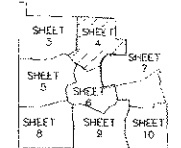
SUGAR MILL LAKES - PHASE I.
PLAT BOOK 44,
PAGES 108-114

***UNLESS LABELED
ALL LOT LINES ARE
NON-RADIAL***

- LEGEND:
- ⊙ SET 5/8" REBAR AND CAP "LS 5392"
 - ⊙ SET 4"x4" CONCRETE MONUMENT AND CAP "LS 5392 FRM"
 - ⊙ SET COP. PK NAIL AND DISK "LS 5392"
 - RIGHT-OF-WAY
 - PLAT BOOK
 - PAGE
 - LAND SURVEYOR
 - PERMANENT REFERENCE MONUMENT
 - SQUARE
 - FEET
 - O/A OVERALL DIMENSION



Scale 1" = 50'



**SHEET INDEX
KEY / IDENTIFICATION MAP**

**AFN
CONSULTING, INC.**

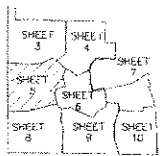
5450 Spectacular Bid Ct.
Wesley Chapel, FL 33544
Tel 813-803-3828
Fax 813-973-7127

SHEET 4 OF 10

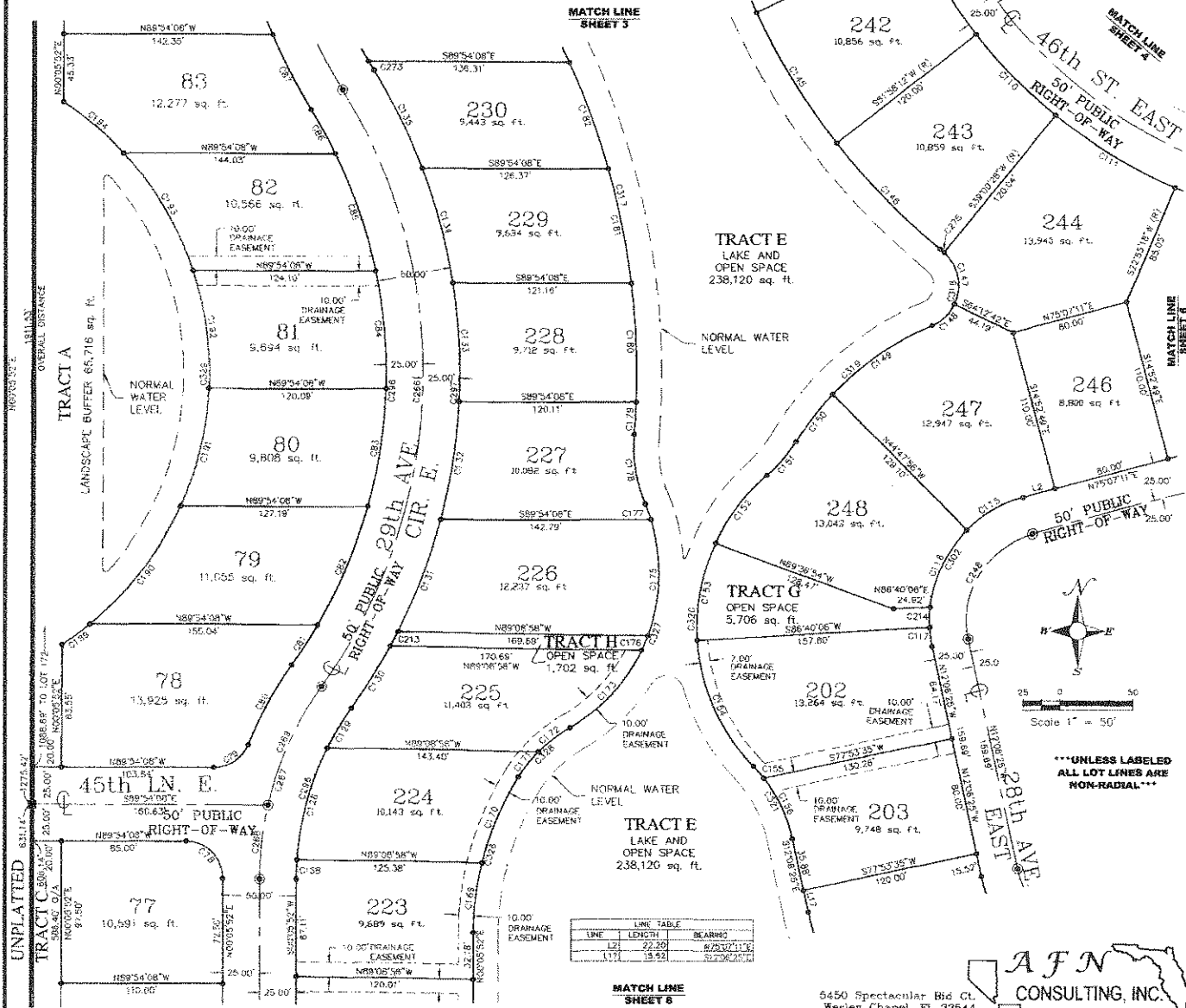
SUGAR MILL LAKES - PHASE II and III MANATEE COUNTY, FLORIDA

A PLAT OF A PORTION OF THE NORTHEAST 1/4 OF
SECTION 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA.

- LEGEND:
- SET 5/8" REBAR AND CAP "LS 5392"
 - SET 4"x4" CONCRETE MONUMENT AND CAP "LS 5392 PRM"
 - SET 200, PK NAIL AND DISK "LS 5392"
 - R/W RIGHT-OF-WAY
 - PB PLAY BOOK
 - PS PAGE
 - LS LAND SURVEYOR
 - PRM PERMANENT REFERENCE MONUMENT
 - sq. SQUARE
 - ft. FEET
 - C/A OVERALL DIMENSION



SHEET INDEX
KEY / IDENTIFICATION MAP

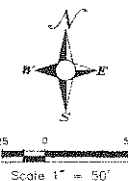


LINE TABLE

LINE	LENGTH	BEARING
L2	22.20	N70°11'E
L11	18.92	S72°02'W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	DIRECTION	CHORD
C74	118.81	256.00	107.14	117.26	S25°02'W	117.26
C75	48.68	107.00	33.05	58.00	S60°42'W	58.00
C76	38.27	25.00	55°58'30"	N44°47'00"W	55.36	55.36
C77	25.96	25.00	68°48'24"	N57°45'00"W	28.28	28.28
C78	65.97	250.00	14°22'56"	S28°31'00"W	63.82	63.82
C79	38.43	135.00	32°32'30"	N22°54'00"E	38.44	38.44
C80	86.98	340.00	1°49'18"	N23°30'21"E	86.74	86.74
C81	80.10	340.00	1°33'59"	N23°40'38"E	80.91	80.91
C82	80.50	340.00	1°33'28"	N24°56'19"W	80.21	80.21
C83	84.80	340.00	1°14'22"	N25°36'36"W	84.59	84.59
C84	34.84	340.00	9°15'30"	N26°34'00"E	34.80	34.80
C85	56.73	350.00	8°28'32"	S27°34'29"E	56.74	56.74
C86	76.89	340.00	12°37'28"	S31°33'03"E	76.73	76.73
C87	76.92	340.00	12°37'35"	S44°38'42"E	76.76	76.76
C88	38.44	340.00	16°36'00"	S59°02'00"E	38.14	38.14
C89	45.83	340.00	7°43'57"	S70°56'28"E	45.81	45.81
C90	44.39	350.00	8°28'32"	S70°56'28"E	43.88	43.88
C91	58.26	350.00	9°16'18"	S74°33'33"W	57.13	57.13
C92	17.85	350.00	44°46'30"	S77°43'00"W	18.01	18.01
C93	74.15	350.00	2°52'00"	N78°02'30"W	74.53	74.53
C94	32.50	350.00	9°10'00"	S78°58'30"W	31.97	31.97
C95	49.54	350.00	7°16'48"	N31°59'30"E	49.56	49.56
C96	81.00	350.00	11°54'00"	N32°41'36"E	80.85	80.85
C97	80.00	350.00	11°54'00"	N32°41'36"E	80.85	80.85
C98	81.00	350.00	11°54'00"	N32°41'36"E	80.85	80.85
C99	81.00	350.00	11°54'00"	N32°41'36"E	80.85	80.85
C100	81.00	350.00	11°54'00"	N32°41'36"E	80.85	80.85
C101	73.50	350.00	10°11'24"	N32°41'36"E	73.79	73.79
C102	104.23	350.00	2°27'00"	N32°41'36"E	103.66	103.66
C103	102.57	460.00	12°46'52"	S41°25'00"E	102.26	102.26
C104	36.49	350.00	23°42'37"	N11°54'30"W	35.99	35.99
C105	31.40	350.00	40°51'36"	N46°13'16"E	29.95	29.95
C106	82.45	250.00	27°06'50"	S70°11'00"W	82.16	82.16
C107	64.49	250.00	17°33'32"	S77°02'00"E	64.47	64.47
C108	30.14	250.00	17°16'37"	N40°58'16"E	30.23	30.23
C109	37.32	150.00	24°19'48"	S37°24'34"E	36.89	36.89
C110	58.69	150.00	28°23'56"	S47°42'44"E	57.37	57.37
C111	45.31	150.00	42°42'00"	S54°18'00"E	43.91	43.91
C112	36.72	150.00	6°08'00"	N41°12'00"W	36.71	36.71
C113	48.69	150.00	25°18'48"	N51°11'45"W	48.29	48.29
C114	28.29	200.00	3°41'31"	S39°56'37"W	28.89	28.89
C115	48.20	200.00	12°00'00"	S40°00'00"W	48.48	48.48
C116	100.00	200.00	18°15'24"	S37°00'00"W	97.45	97.45
C117	32.03	75.00	12°37'57"	S38°19'30"W	32.06	32.06
C118	86.84	100.00	12°32'00"	S38°28'52"W	86.76	86.76
C119	72.88	100.00	14°17'59"	N42°17'35"E	72.77	72.77
C120	87.79	100.00	18°15'24"	N52°48'00"E	87.70	87.70
C121	32.82	50.00	27°02'24"	N52°29'00"E	32.81	32.81
C122	79.34	125.00	17°52'51"	N51°19'39"E	77.90	77.90
C123	18.79	300.00	5°09'00"	N2°45'00"E	18.78	18.78
C124	11.30	125.00	52°2'49"	N2°00'11"W	11.30	11.30
C125	44.44	100.00	97°12'00"	S87°00'00"E	44.44	44.44
C126	32.82	50.00	27°02'24"	N52°29'00"E	32.81	32.81
C127	80.69	50.00	9°05'00"	N51°17'44"W	80.85	80.85
C128	75.74	50.00	9°57'31"	N51°19'37"W	75.66	75.66
C129	76.57	50.00	8°38'48"	N51°29'17"W	76.89	76.89
C130	23.64	750.00	1°12'27"	N53°55'28"E	23.63	23.63
C131	101.12	750.00	10°33'00"	N53°55'28"E	100.94	100.94
C132	82.73	525.00	12°32'05"	N57°34'23"E	82.86	82.86
C133	81.22	525.00	12°16'28"	N57°34'23"E	81.76	81.76
C134	33.70	220.00	24°44'31"	N59°52'28"W	33.69	33.69
C135	33.94	220.00	14°03'47"	N49°17'00"W	33.81	33.81
C136	4.34	350.00	9°46'36"	N41°44'11"W	4.34	4.34
C137	63.56	170.00	21°28'18"	S65°37'49"E	63.18	63.18
C138	66.72	170.00	22°32'09"	S44°00'59"E	66.29	66.29
C139	11.19	385.00	1°38'39"	N2°30'00"E	11.19	11.19
C140	13.74	350.00	9°18'40"	S17°35'04"E	13.72	13.72
C141	26.86	350.00	9°22'00"	H77°14'14"E	26.86	26.86
C142	31.34	650.00	8°13'38"	S3°56'23"W	31.37	31.37
C143	49.82	315.00	30°11'00"	S29°42'40"E	48.20	48.20
C144	42.43	315.00	31°00'00"	S29°42'40"E	41.79	41.79
C145	135.54	225.00	25°32'05"	S17°53'30"E	137.38	137.38
C146	38.44	225.00	18°30'00"	S16°12'11"W	38.35	38.35
C147	69.96	225.00	25°41'24"	S24°17'27"W	68.90	68.90
C148	7.10	140.00	33°34'00"	S3°00'00"E	7.10	7.10
C149	7.18	140.00	17°14'48"	S31°00'00"E	7.18	7.18
C150	18.21	160.00	18°52'00"	S34°10'29"E	18.21	18.21
C151	1.50	300.00	2°52'00"	N49°32'00"W	1.50	1.50
C152	324.24	340.00	30°11'45"	N51°28'00"E	324.95	324.95
C153	124.64	200.00	53°39'11"	S17°35'04"E	122.86	122.86
C154	458.83	200.00	27°22'42"	N51°56'34"E	452.68	452.68
C155	339.83	200.00	27°22'42"	N51°56'34"E	337.15	337.15
C156	446.16	160.00	30°34'39"	S2°11'00"E	429.89	429.89
C157	323.58	160.00	32°28'04"	N1°30'00"E	311.81	311.81
C158	44.08	200.00	17°12'47"	N57°55'00"E	43.28	43.28
C159	123.15	205.00	24°29'07"	S49°25'41"W	121.38	121.38
C160	211.22	130.00	11°25'39"	S51°36'21"W	197.36	197.36
C161	36.41	100.00	3°17'00"	N5°16'00"W	36.40	36.40
C162	113.82	100.00	6°00'00"	N5°16'00"W	113.55	113.55
C163	174.31	120.00	13°13'11"	S48°14'31"W	159.39	159.39
C164	48.21	100.00	8°09'21"	S48°10'24"W	48.44	48.44
C165	437.80	200.00	11°46'48"	N50°09'50"E	438.63	438.63



***UNLESS LABELED
ALL LOT LINES ARE
NON-RADIAL***

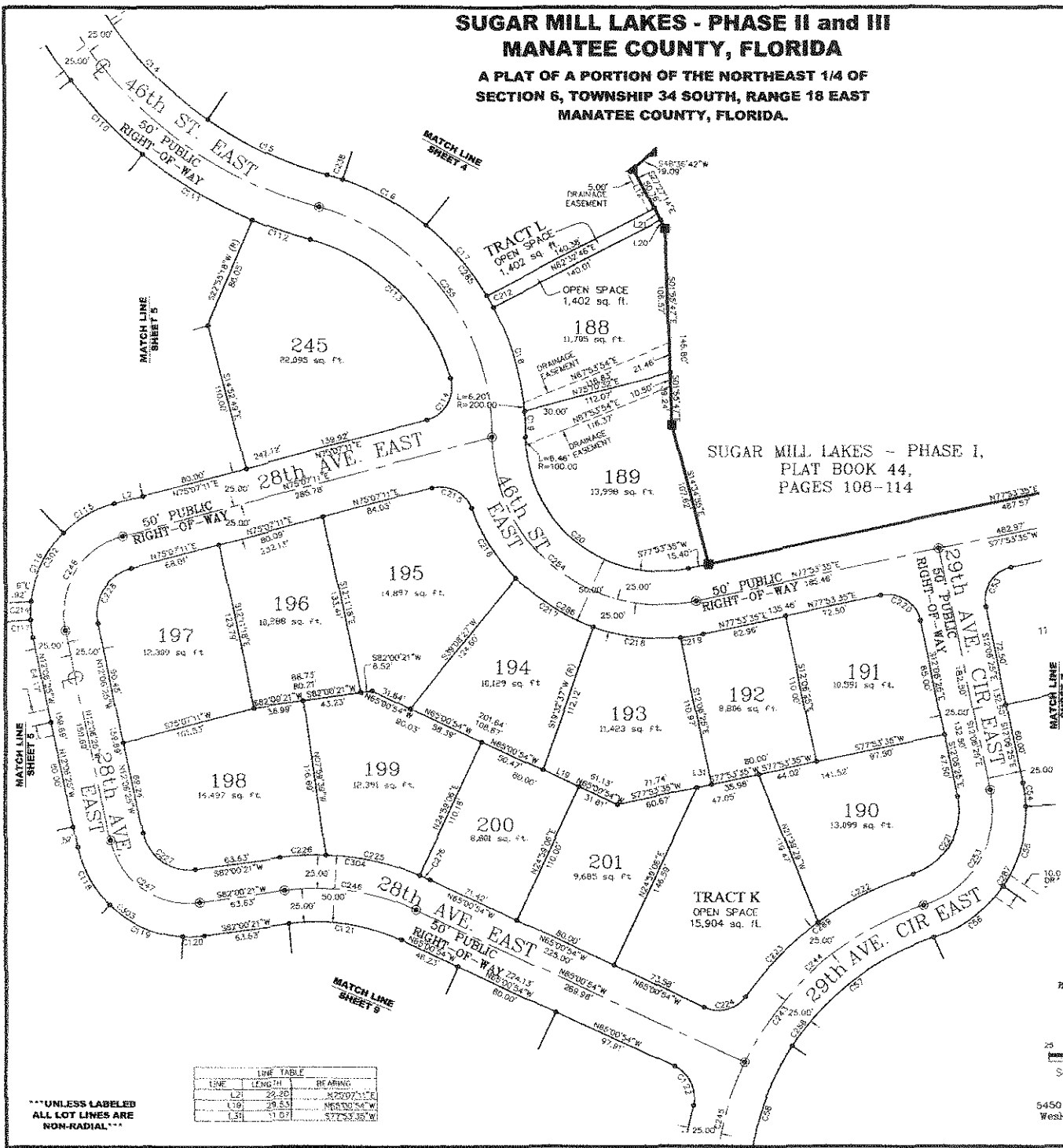
6450 Spectacular Blvd Ct.
Wesley Chapel, FL 32544
Tel 813-003-3228
Fax 813-973-7127



SUGAR MILL LAKES - PHASE II and III MANATEE COUNTY, FLORIDA

A PLAT OF A PORTION OF THE NORTHEAST 1/4 OF
SECTION 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA.

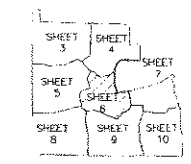
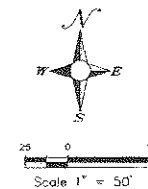
- LEGEND:
- SET 5/8" REBAR AND CAP "LS 5392"
 - SET 4"x4" CONCRETE MONUMENT AND CAP "LS 5392 PRM"
 - SET PCP, PK NAIL AND DISK "LS 5392"
 - R/W RIGHT-OF-WAY
 - PH PLAT BOOK
 - PG PAGE
 - LS LANS SURVEYOR
 - PRM PERMANENT REFERENCE MONUMENT
 - SQ SQUARE
 - FT FEET
 - O/A OVERALL DIMENSION



CURVE	LENGTH	RADIUS	DELTA	DIRECTION	CHORD
C19	98.96	236.00	15°33'05"	S65°30'42"E	98.48
C16	71.11	280.00	14°22'19"	N61°59'43"W	70.74
C17	69.73	280.00	14°20'37"	N40°59'24"W	69.38
C18	51.04	236.00	13°31'08"	N46°31'32"E	50.49
C19	15.17	208.00	11°29'27"	N82°50'18"E	15.16
C20	178.22	190.00	102°40'50"	S30°45'55"E	156.18
C53	35.27	25.00	90°00'00"	S32°53'35"E	25.36
C54	17.34	176.00	10°03'07"	N87°14'51"W	17.35
C55	63.93	100.00	33°23'56"	N16°08'48"E	62.47
C56	53.80	100.00	37°42'59"	N52°11'41"E	44.43
C57	136.06	236.00	136°59'49"	S52°22'44"E	133.45
C111	35.46	240.00	16°09'09"	S59°02'07"E	35.14
C112	45.85	240.00	7°43'35"	S70°56'26"E	45.81
C113	153.06	150.00	98°27'51"	N45°34'19"W	146.50
C114	39.91	25.00	91°27'45"	N25°23'24"E	35.80
C115	44.39	85.00	29°53'07"	S64°09'38"W	43.89
C116	38.26	85.00	39°16'18"	S65°33'35"W	37.19
C117	13.82	85.00	0°46'72"	S87°43'59"E	13.81
C118	56.41	85.00	33°38'38"	S80°05'45"E	49.67
C212	10.01	200.00	2°52'34"	N89°27'54"W	10.01
C214	13.74	85.00	9°23'48"	S81°17'56"W	13.72
C215	36.86	25.00	84°28'11"	N62°39'43"W	33.61
C216	62.03	150.00	23°41'38"	S32°19'24"E	61.59
C217	48.59	150.00	26°20'29"	S30°45'55"E	48.24
C218	65.79	150.00	31°44'44"	S23°01'53"E	65.26
C219	17.02	150.00	0°31'17"	N81°09'14"E	17.06
C220	35.27	25.00	90°00'00"	N57°06'25"W	25.36
C221	73.44	25.00	84°59'08"	N29°36'19"E	67.81
C222	73.84	25.00	18°17'55"	S62°33'46"W	79.50
C223	77.51	25.00	17°27'17"	S44°58'30"W	77.30
C224	34.48	25.00	79°09'21"	S37°09'21"E	31.81
C225	78.89	89.00	23°25'45"	N72°40'35"E	71.70
C226	34.44	200.00	3°52'04"	S86°36'02"W	34.40
C227	38.47	25.00	85°33'15"	S35°03'02"E	47.69
C228	53.25	25.00	87°13'29"	S31°30'23"E	48.29
C229	10.06	200.00	3°27'29"	N73°04'34"W	10.06
C243	274.23	825.00	83°49'55"	S37°03'07"E	257.83
C244	185.46	236.00	136°57'47"	S48°48'50"E	177.55
C246	100.73	175.00	32°58'45"	N81°36'17"E	95.34
C247	89.94	100.00	85°53'19"	S56°03'02"E	80.75
C248	91.34	100.00	87°13'35"	S31°30'23"E	82.77
C253	118.16	75.00	84°09'00"	N49°58'19"E	100.52
C254	224.02	150.00	102°40'50"	S30°45'55"E	193.22
C255	236.24	175.00	75°28'48"	N37°06'51"W	223.99
C274	6.56	200.00	2°27'31"	N66°14'41"W	6.51
C275	286.47	236.00	136°57'47"	S30°45'55"E	280.79
C284	544.24	340.00	90°11'42"	S29°42'22"E	486.95
C285	243.13	300.00	75°28'48"	N37°06'51"W	244.56
C286	212.88	150.00	81°41'47"	S61°15'31"E	196.28
C287	146.87	100.00	84°09'00"	N29°36'19"E	134.82
C288	242.76	200.00	59°49'57"	S37°07'49"W	228.92
C289	157.46	250.00	35°53'35"	S34°09'06"W	154.67
C302	127.42	85.00	37°13'29"	S31°30'23"E	117.24
C303	127.42	85.00	66°53'78"	S57°11'05"E	115.82
C304	115.12	500.00	22°58'45"	N81°30'17"W	113.54

LINE	LENGTH	BEARING
L21	22.20	N2507'11"E
L19	29.53	N6500'54"W
L31	71.07	S72°53'35"W

***UNLESS LABELED
ALL LOT LINES ARE
NON-RADIAL***



5450 Spectacular Bid Ct
Wesley Chapel, FL 33544
Tel 813-903-3226
Fax 813-973-7127

AFN
CONSULTING, INC.
SHEET 6 OF 10

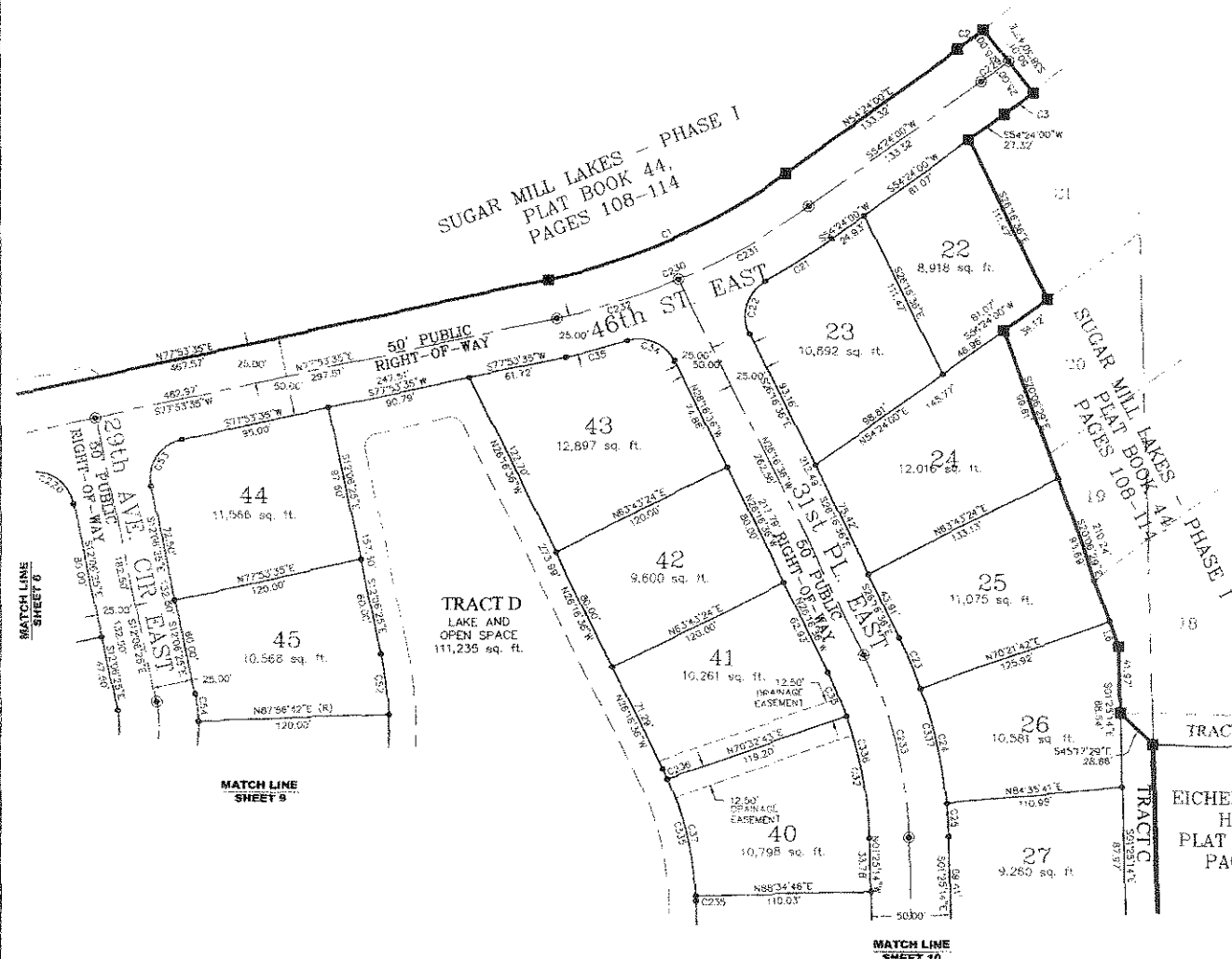
SUGAR MILL LAKES - PHASE II and III MANATEE COUNTY, FLORIDA

**A PLAT OF A PORTION OF THE NORTHEAST 1/4 OF
SECTION 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA.**

- LEGEND:**
- SET 5/8" REBAR AND CAP "LS 5392"
 - SET 4"x4" CONCRETE MONUMENT AND CAP "LS 5392 PRM"
 - ⊙ SET P.C.P. P.K. NAIL AND DISK "LS 5392"
 - R/W RIGHT-OF-WAY
 - PB PLAT BOOK
 - PC PACT
 - LS LAND SURVEYOR
 - PRM PERMANENT REFERENCE MONUMENT
 - Sq. SQUARE
 - ft. FEET
 - O/A OVERALL DIMENSION

CURVE TABLE		
CURVE	LENGTH	BEARING
C1	16.94	S22°30'28"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	DIRECTION	CHORD
C1	16.40	400.00	23°29'39"	N64°10'48"E	162.87
C2	20.25	400.00	27°54'54"	N62°26'22"E	20.25
C3	22.68	450.00	27°54'47"	N62°56'36"E	22.68
C4	49.33	450.00	61°18'23"	N57°33'21"E	49.33
C5	37.95	225.00	61°38'59"	S17°12'34"W	34.41
C6	34.76	300.00	61°36'18"	N62°47'27"W	34.74
C7	74.52	300.00	141°13'59"	N37°31'19"W	74.33
C8	20.86	300.00	175°09'51"	N63°24'47"W	20.86
C9	78.69	250.00	187°02'33"	N10°06'16"W	76.36
C10	29.77	250.00	0°49'27"	N85°31'53"W	29.77
C11	35.31	275.00	80°44'50"	N64°44'00"W	37.44
C12	39.94	450.00	57°02'06"	N75°10'02"E	39.93
C13	76.35	200.00	21°02'26"	N13°17'04"W	75.89
C14	38.60	200.00	10°33'37"	N67°04'31"W	38.59
C15	39.27	225.00	90°00'00"	S30°52'38"W	35.56
C16	27.54	100.00	10°22'27"	N07°04'43"W	17.52
C17	63.23	100.00	80°17'34"	N13°30'40"E	62.47
C18	32.27	250.00	80°08'38"	N57°06'25"E	28.54
C19	73.44	50.00	04°39'38"	N89°38'10"E	67.81
C20	21.62	425.00	0°34'54"	N52°56'39"E	21.62
C21	174.26	425.00	27°29'25"	N65°18'48"E	173.00
C22	94.17	425.00	12°41'44"	N67°44'52"E	93.98
C23	80.09	425.00	20°47'31"	N72°29'45"E	79.97
C24	119.38	275.00	24°50'22"	N17°50'55"E	118.37
C25	82.84	200.00	0°55'57"	N1°33'02"E	82.41
C26	7.17	200.00	0°02'19"	N25°14'56"E	7.17
C27	110.16	75.00	84°39'08"	N09°58'19"E	100.52
C28	86.76	700.00	24°51'29"	N13°50'25"W	86.09
C29	100.46	450.00	24°51'29"	N13°50'38"W	107.53
C30	130.15	300.00	24°51'29"	N13°50'55"W	129.13



***UNLESS LABELED
ALL LOT LINES ARE
NON-RADIAL***

**EICHENBERGER
HEIRS
PLAT BOOK 2
PAGE 71**

Scale 1" = 50'

**SHEET INDEX
KEY / IDENTIFICATION MAP**

**AFN
CONSULTING, INC.**

5450 Spectacular Bid Ct.
Wesley Chapel, FL 33544
Tel 813-503-3228
Fax 813-973-2127

SHEET 7 OF 10

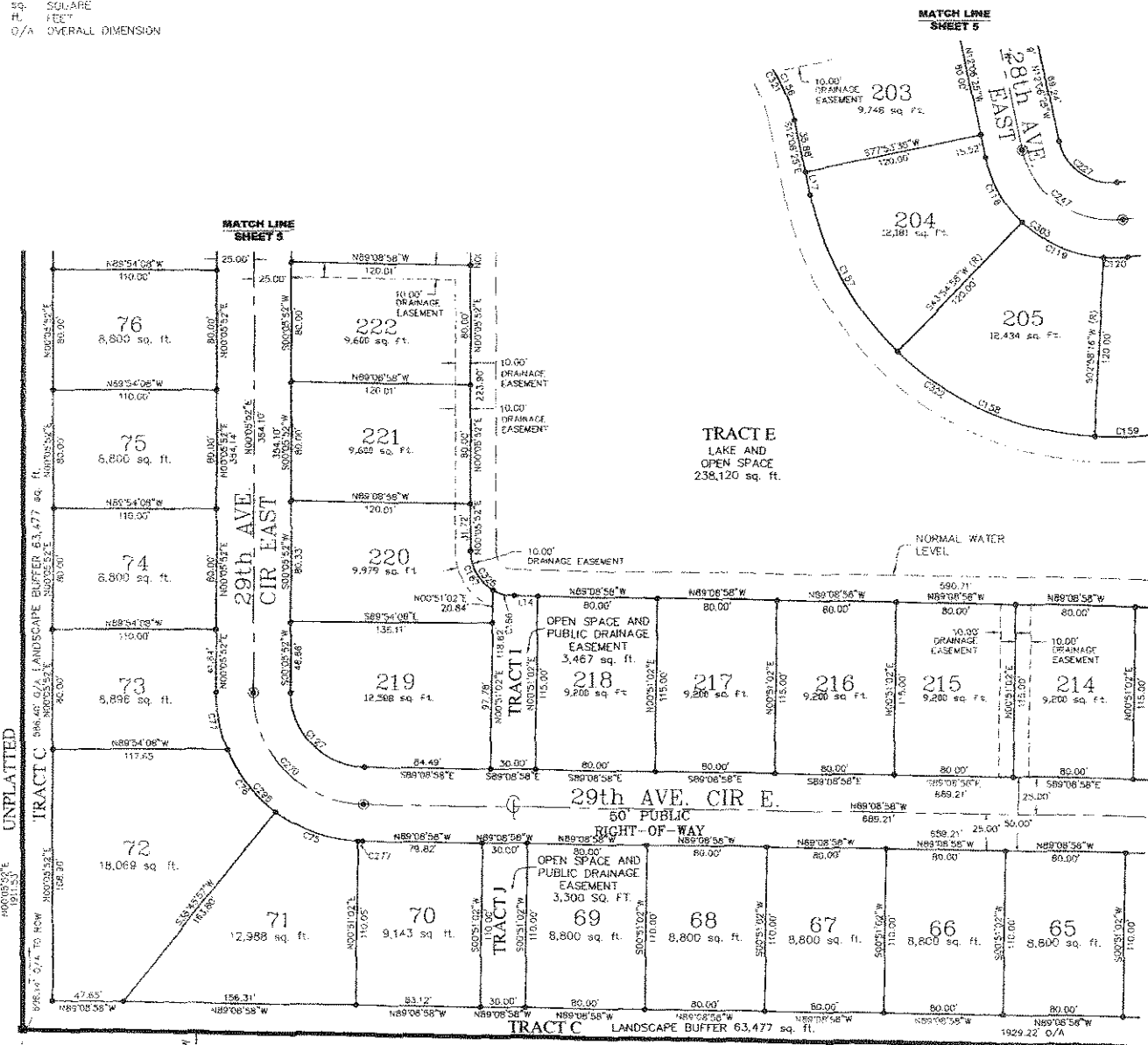
SUGAR MILL LAKES - PHASE II and III

MANATEE COUNTY, FLORIDA

A PLAT OF A PORTION OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA.

- LEGEND:**
- SET 5/8" REBAR AND CAP "LS 5392"
 - SET 4"x4" CONCRETE MONUMENT AND CAP "LS 5382 PRM"
 - SET PCP, PK NAIL AND DISK "LS 5382"
 - R/W RIGHT-OF-WAY
 - P/B PLAT BOOK
 - P PAGE
 - LS LAND SURVEYOR
 - PRM PERMANENT REFERENCE MONUMENT
 - sq. SQUARE
 - ft. FEET
 - O/A OVERALL DIMENSION

UNLESS LABELED ALL LOT LINES ARE NON-RADIAL

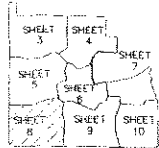


LINE TABLE

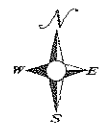
LINE	LENGTH	BEARING
L14	15.73	N89°08'58"W
L17	16.52	S17°02'25"E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	DEFLECTION	CHORD
C75	35.74	100.00	34°14'30"	07°08'30"E	59.86
C76	53.36	100.00	50°33'56"	13°7'44"31"E	82.72
C77	39.37	100.00	32°22'20"	06°10'51"E	35.12
C118	70.41	85.00	31°38'38"	06°29'05"43"E	49.67
C119	60.74	75.00	48°56'46"	14°6'33'23"E	59.46
C120	16.27	85.00	10°05'25"	N67°30'10"E	16.24
C127	77.88	90.00	59°14'59"	S44°31'33"E	76.24
C156	45.69	90.00	26°10'42"	N83°11'46"W	45.29
C157	121.57	200.00	31°38'38"	S09°05'43"E	119.79
C158	146.56	200.00	48°56'46"	S66°33'23"E	143.40
C159	45.81	100.00	12°46'15"	N85°34'18"E	45.71
C166	14.88	30.00	06°24'47"	S74°56'34"E	14.73
C167	31.85	30.00	18°08'37"	S70°15'05"E	30.38
C227	52.17	100.00	33°21'18"	S35°33'02"E	47.69
C242	59.54	85.00	32°22'20"	S08°33'08"E	81.75
C270	14.89	75.00	09°14'59"	S44°31'33"E	105.57
C272	3.30	100.00	1°53'29"	S88°12'14"E	3.30
C295	135.77	100.00	67°14'59"	S44°31'33"E	140.49
C322	312.88	400.00	67°14'59"	S55°58'10"E	284.18
C325	46.73	30.00	09°14'59"	S44°31'33"E	42.15
C321	26.41	100.00	02°19'20"	N88°16'06"W	55.66



SHEET INDEX
KEY / IDENTIFICATION MAP

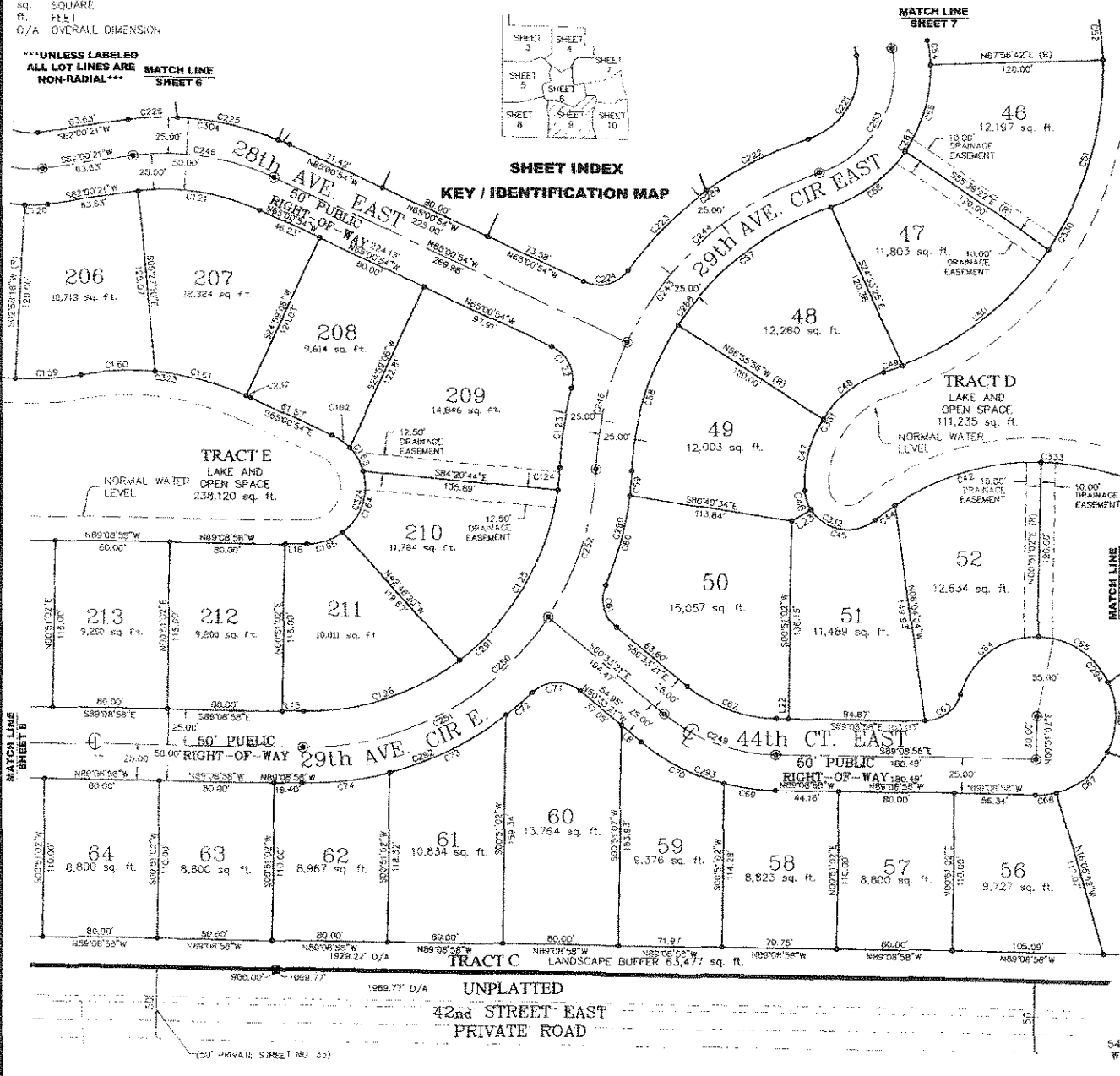
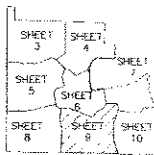


SUGAR MILL LAKES - PHASE II and III MANATEE COUNTY, FLORIDA

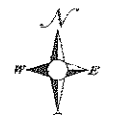
**A PLAT OF A PORTION OF THE NORTHEAST 1/4 OF
SECTION 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA.**

- LEGEND:**
- SET 5/8" REBAR AND CAP "LS 5392"
 - SET 4"x4" CONCRETE MONUMENT AND CAP "LS 5392 PRIM"
 - SET FOR PK NAIL AND DISK "LS 5392"
 - R/W RIGHT-OF-WAY
 - PC PLAY BCGR
 - LS LAND SURVEYOR
 - PRM PERMANENT REFERENCE MONUMENT
 - S SQUARE
 - F FEET
 - O/A OVERALL DIMENSION

UNLESS LABELED ALL LOT LINES ARE NON-RADIAL



CURVE TABLE (CHORD)				
CURVE	LENGTH	BEARING	DELTA	CHORD
C22	107.30	S82°00'21"W	17°17'36"V	185.63
C24	16.31	S25°00'00"W	33°33'47"V	16.30
C43	36.63	S89°33'25"E	S89°33'25"E	45.42
C46	14.25	S69°19'43"E	S77°48'38"E	14.12
C47	52.03	S63°00'00"W	S14°26'09"W	51.12
C48	54.42	S63°00'00"W	S25°33'24"W	53.38
C49	13.85	S20°00'00"W	N70°14'32"E	13.85
C58	130.92	S25°00'00"W	S12°23'29"E	128.99
C59	138.76	S28°00'00"W	N15°08'40"E	137.42
C52	36.63	S69°33'25"E	S89°33'25"E	38.58
C54	17.54	S63°00'00"W	N07°04'51"W	17.92
C55	63.53	S63°00'00"W	N15°08'40"E	62.47
C56	65.60	S63°00'00"W	N11°14'11"E	64.42
C57	136.06	S63°00'00"W	S25°33'24"W	133.65
C58	107.78	S25°00'00"W	S12°23'29"E	106.41
C59	117.81	S28°00'00"W	N15°08'40"E	116.06
C61	64.23	S25°00'00"W	N14°43'25"E	64.85
C61	32.06	S25°00'00"W	S13°48'38"E	29.91
C62	67.36	S20°00'00"W	S69°51'18"E	66.89
C63	32.93	S25°00'00"W	N13°05'22"E	30.62
C64	72.58	S25°00'00"W	S13°05'22"E	71.36
C65	95.88	S25°00'00"W	N13°05'22"E	95.75
C66	95.88	S25°00'00"W	N13°05'22"E	95.75
C67	46.78	S25°00'00"W	N11°21'10"E	45.35
C68	14.81	S25°00'00"W	N13°08'10"E	14.77
C69	25.93	S25°00'00"W	S82°17'11"E	25.85
C70	63.10	S25°00'00"W	S62°09'21"E	64.59
C71	36.37	S25°00'00"W	S87°45'52"W	37.25
C72	53.92	S25°00'00"W	S14°38'33"E	53.91
C73	17.81	S25°00'00"W	N13°05'22"E	18.41
C74	61.36	S25°00'00"W	N13°05'22"E	61.17
C100	16.27	S25°00'00"W	N13°05'22"E	16.24
C121	86.34	S25°00'00"W	N13°05'22"E	85.15
C122	34.92	S25°00'00"W	N13°05'22"E	32.15
C123	55.82	S25°00'00"W	S13°05'22"E	55.70
C124	19.50	S25°00'00"W	S13°05'22"E	19.50
C125	178.25	S25°00'00"W	N13°05'22"E	178.60
C126	125.36	S25°00'00"W	N13°05'22"E	124.60
C129	45.81	S25°00'00"W	N13°05'22"E	45.71
C160	51.91	S25°00'00"W	S13°05'22"E	51.76
C161	63.92	S25°00'00"W	N13°05'22"E	63.66
C162	15.87	S25°00'00"W	N13°05'22"E	15.88
C163	18.28	S25°00'00"W	N13°05'22"E	18.28
C164	43.62	S25°00'00"W	N13°05'22"E	43.19
C165	26.75	S25°00'00"W	N13°05'22"E	26.25
C201	72.44	S25°00'00"W	N13°05'22"E	72.01
C221	78.84	S25°00'00"W	S13°05'22"E	79.50
C223	77.61	S25°00'00"W	S14°05'10"E	77.39
C224	34.48	S25°00'00"W	N13°05'22"E	34.61
C225	72.89	S25°00'00"W	N13°05'22"E	71.70
C226	34.44	S25°00'00"W	S13°05'22"E	34.40
C237	3.71	S25°00'00"W	N13°05'22"E	3.71
C243	27.423	S25°00'00"W	S17°07'45"W	27.57
C244	182.46	S25°00'00"W	S13°05'22"E	177.50
C245	91.78	S25°00'00"W	S13°05'22"E	91.14
C246	100.72	S25°00'00"W	N13°05'22"E	99.34
C249	84.80	S25°00'00"W	N13°05'22"E	82.62
C250	39.46	S25°00'00"W	N13°05'22"E	37.86
C251	208.55	S25°00'00"W	N13°05'22"E	202.24
C252	106.82	S25°00'00"W	N13°05'22"E	107.47
C253	10.16	S25°00'00"W	N13°05'22"E	10.52
C287	146.87	S25°00'00"W	N13°05'22"E	134.02
C288	242.76	S25°00'00"W	S13°05'22"E	228.95
C290	81.33	S25°00'00"W	N13°05'22"E	80.89
C291	270.23	S25°00'00"W	N13°05'22"E	264.53
C292	178.72	S25°00'00"W	N13°05'22"E	171.36
C293	10.01	S25°00'00"W	S13°05'22"E	99.14
C294	245.03	S25°00'00"W	N13°05'22"E	238.76
C304	115.12	S25°00'00"W	N13°05'22"E	112.54
C323	121.54	S25°00'00"W	N13°05'22"E	119.67
C324	188.81	S25°00'00"W	N13°05'22"E	182.63
C331	186.61	S25°00'00"W	N13°05'22"E	182.65
C332	65.77	S25°00'00"W	S13°05'22"E	65.37
C333	265.34	S25°00'00"W	N13°05'22"E	249.64



LINE	LENGTH	BEARING
L8	17.91	N13°05'22"W
L15	14.39	S13°05'22"E
L22	8.36	S13°05'22"E
L23	15.59	S13°05'22"E

5450 Spectacular Bid Ct.
Wesley Chapel, FL 33644
Tel 813-503-9228
Fax 813-973-7127

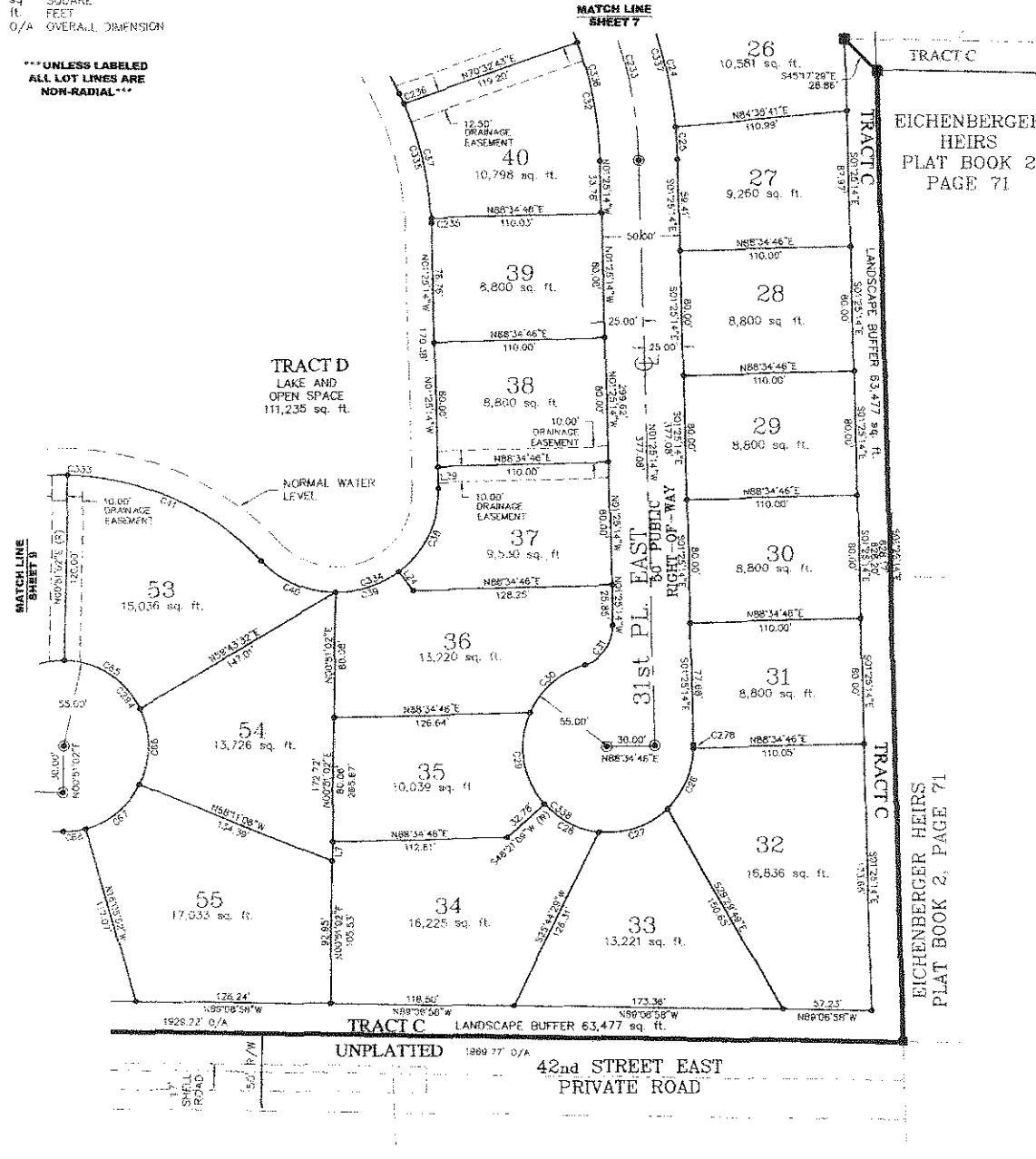


SUGAR MILL LAKES - PHASE II and III MANATEE COUNTY, FLORIDA

A PLAT OF A PORTION OF THE NORTHEAST 1/4 OF
SECTION 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA.

- LEGEND:**
- SET 3/8" REBAR AND CAP "LS 5392"
 - SET 4"x4" CONCRETE MONUMENT AND CAP "LS 5392 PRM"
 - ⊙ SET PCP, PK NAIL AND DISK "LS 5392"
 - R/W RIGHT-OF-WAY
 - P/B PLAT BOOK
 - PC PAVE
 - LS LAND SURVEYOR
 - PRM PERMANENT REFERENCE MONUMENT
 - Sq SOLARE
 - ft FEET
 - O/A OVERALL DIMENSION

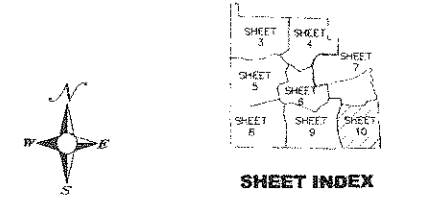
***UNLESS LABELED
ALL LOT LINES ARE
NON-RADIAL***



EICHENBERGER
HEIRS
PLAT BOOK 2
PAGE 71

LINE	LENGTH	BEARING
L7	12.58	N0751°02'E
L24	15.81	N37°22'38"W
L28	13.91	N01°25'14"E

CURVE	LENGTH	RADIUS	BETA	DIRECTION	CHORD
C24	74.52	392.09	133.9594	N82°34'33"W	74.33
C25	29.81	300.00	3°59'08"	N07°24'47"W	29.86
C26	43.61	55.00	4°26'02"	N23°40'20"E	48.48
C27	48.23	55.00	5°31'43"	N71°33'18"E	46.70
C28	40.01	55.00	4°40'34"	S62°29'08"E	39.13
C29	62.68	79.03	4°31'59"	S02°39'52"E	59.33
C30	48.43	55.00	5°06'52"	S48°52'37"W	46.80
C31	32.55	25.00	5°34'11"	N4°23'24"E	29.62
C32	78.59	230.00	18°50'33"	N07°06'18"W	78.36
C37	76.35	230.00	21°52'26"	N31°17'04"W	75.89
C38	62.63	66.40	4°03'38"	N25°36'00"E	60.34
C39	42.55	66.40	3°34'57"	N71°24'52"E	42.78
C40	54.38	66.40	46°51'06"	S66°22'06"E	58.80
C41	74.12	175.00	18°12'25"	N66°02'46"W	137.34
C45	48.98	48.00	5°29'32"	N87°28'42"W	57.75
C46	58.39	50.00	5°21'39"	N89°04'02"E	48.64
C47	46.78	55.00	48°44'09"	N51°03'10"E	45.39
C48	14.61	55.00	1°26'47"	N81°38'08"E	14.77
C333	119.90	275.00	24°51'28"	N13°50'53"W	118.37
C235	3.24	298.00	0°55'37"	N01°53'02"W	3.24
C236	7.17	300.00	3°03'18"	N05°14'25"W	7.17
C276	2.38	55.00	0°12'32"	N07°12'30"W	2.32
C294	245.02	34.34	85°25'28"	N36°47'38"W	85.98
C322	265.24	175.00	86°52'22"	N85°22'43"W	240.64
C324	168.48	66.40	38°28'41"	N6°43'06"E	174.18
C325	86.76	200.00	24°51'22"	N7°59'53"W	86.09
C336	188.45	200.00	24°51'22"	N7°59'53"W	187.61
C337	138.15	300.00	24°51'22"	N7°59'53"W	129.13
C338	245.28	55.00	85°31'21"	S53°09'34"E	86.96



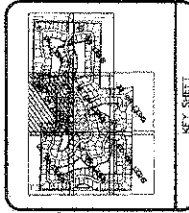
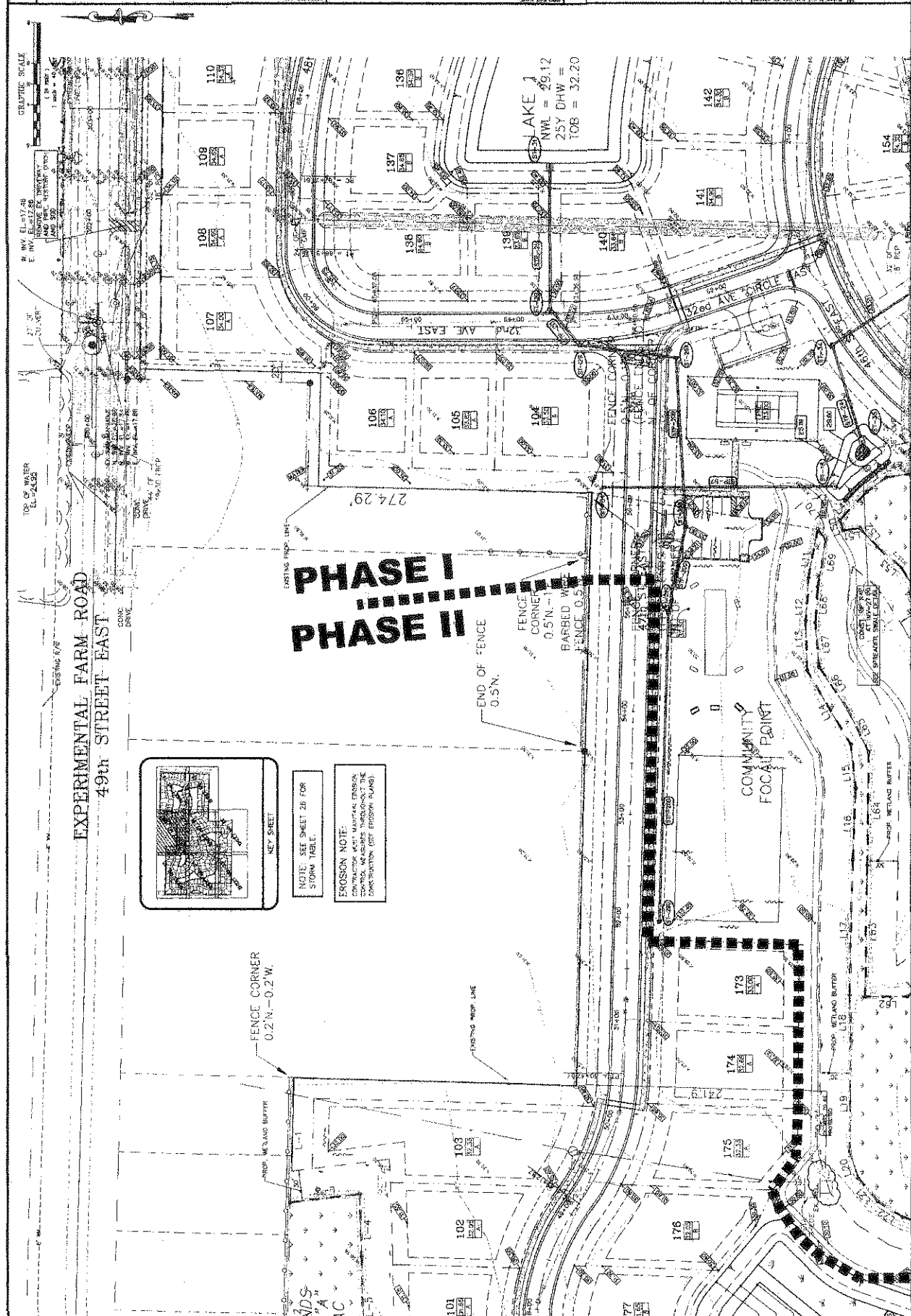
5450 Spectator Blvd Ct.
Wesley Chapel, FL 32644
Tel 813-503-3828
Fax 813-973-7127

AFN CONSULTING, INC.
SHEET 10 OF 10

PB 48 7693

20
66

SUGARMILL LAKES SUBDIVISION
 MANATEE COUNTY, FLORIDA
 GRADING, PAVING & DRAINAGE
 ASSOCIATES, INC.
 ENGINEERING & ARCHITECTURAL PLANNING
 SUGARMILL DEVELOPERS, LLC



NOTE: SEE SHEET 26 FOR STORM TABLE.

EROSION NOTE: CONSTRUCT AND MAINTAIN EROSION CONTROL MEASURES TO PREVENT CONSTRUCTION (NOT EROSION) DAMAGE.

GRAPHIC SCALE
 1" = 200'
 1" = 400'
 1" = 800'

TOP OF WATER EL. = 24.35

EXPERIMENTAL FARM ROAD
 49th STREET EAST

PHASE I
PHASE II

END OF FENCE 0.5' N.
 FENCE CORNER 0.5' N.-1' BARBED WIRE
 FENCE 0.5'

EXISTING PROP. LINE

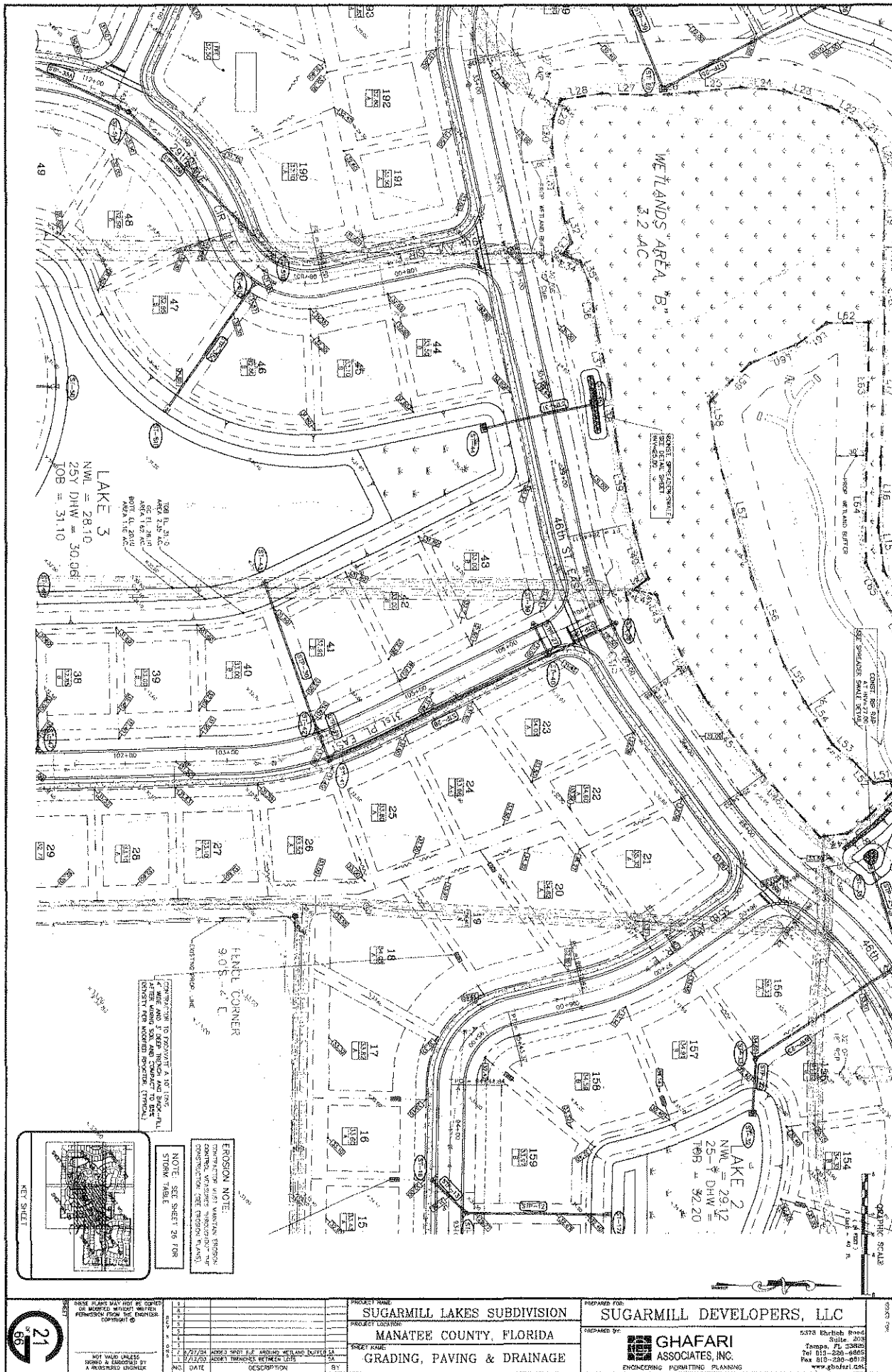
FENCE CORNER 0.2' N.-0.2' W.

COMMUNITY FOCUS POINT

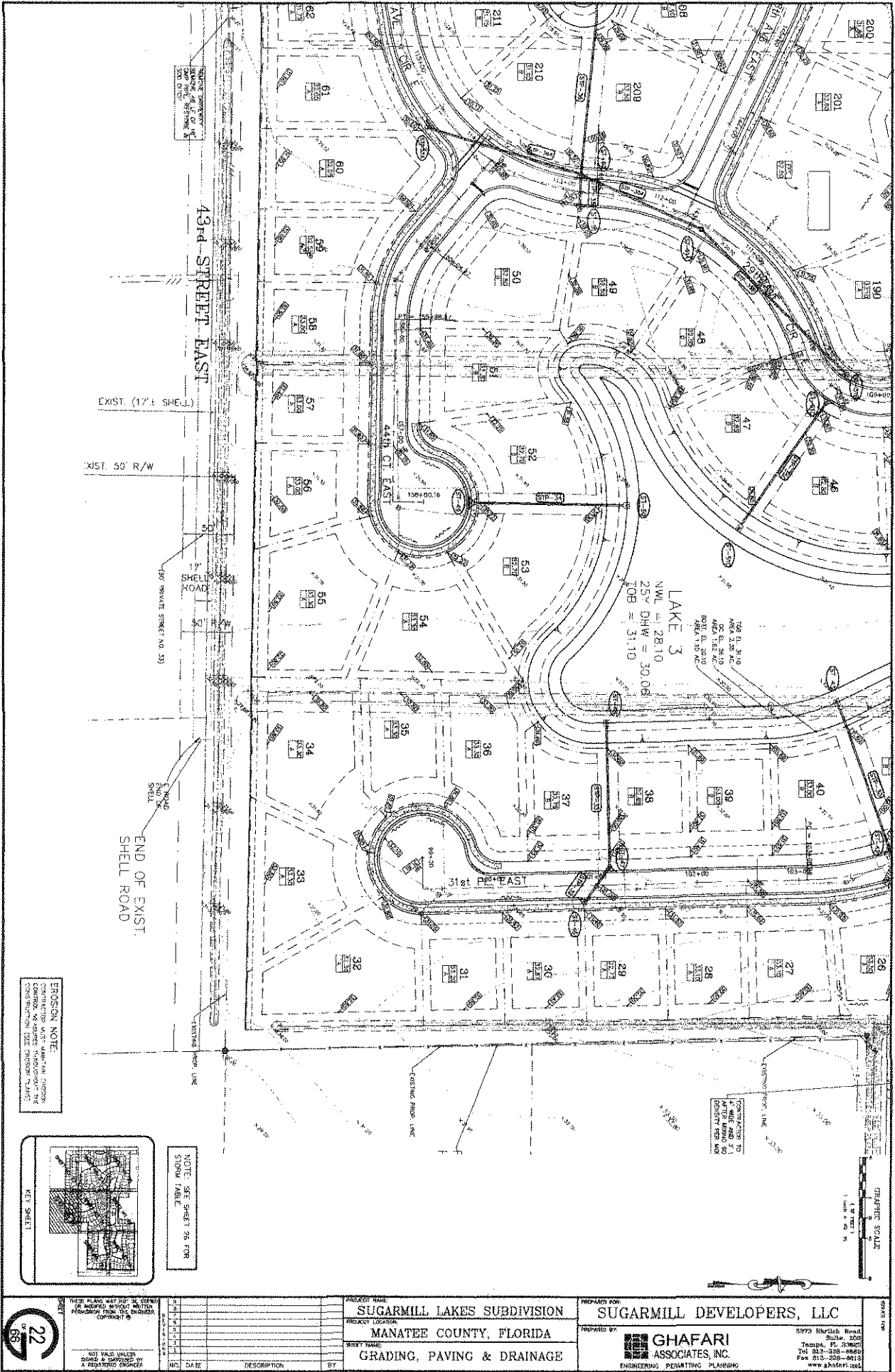
PROP. WETLAND BUFFER

EROSION CONTROL

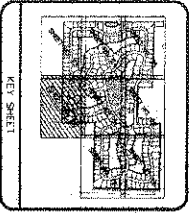
PROP. RETAINING WALL



PB 48 of 94



EROSION NOTE:
 CONTRACTOR MUST MAINTAIN EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION PER EROSION PLAN.

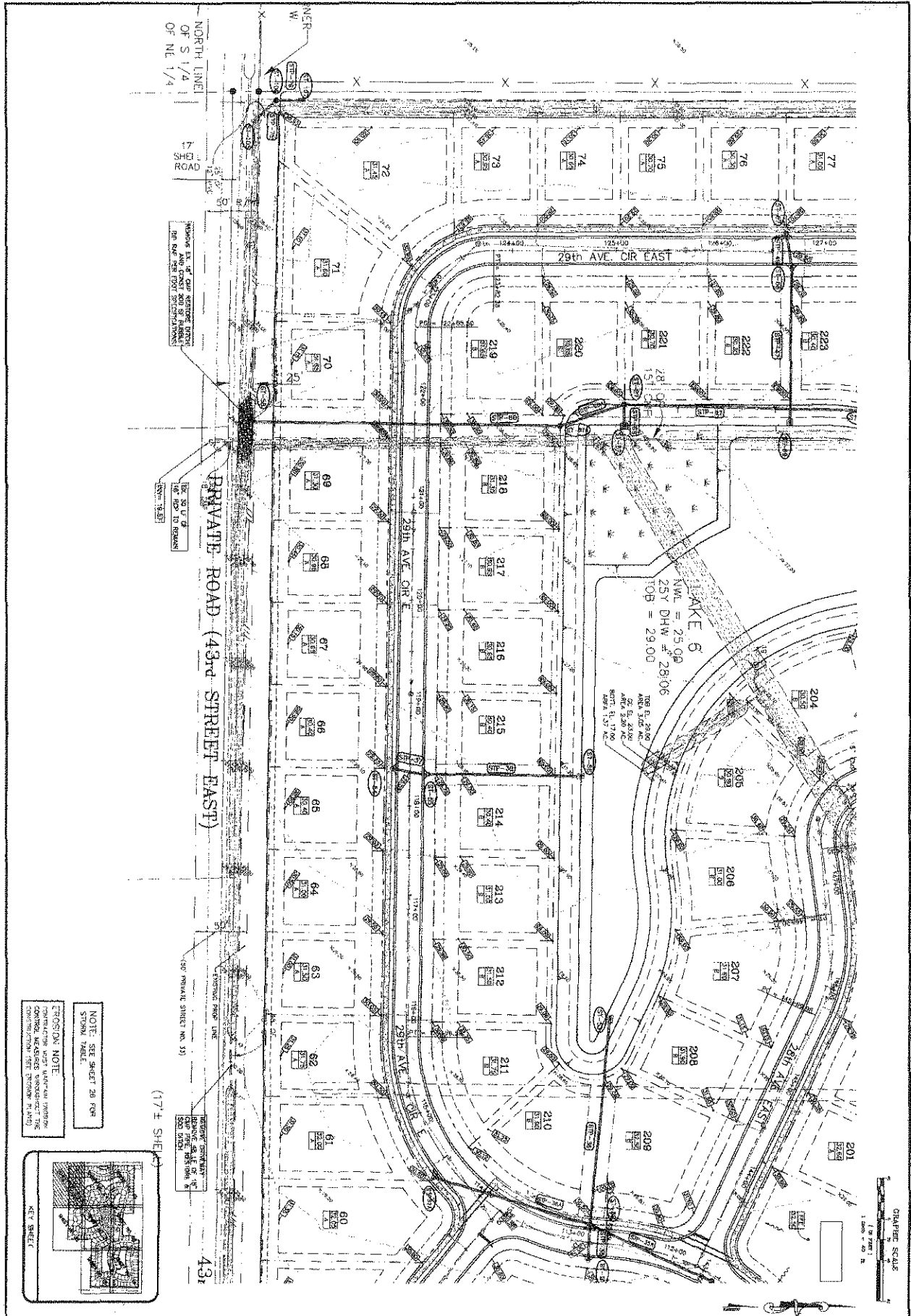


NOTE: SEE SHEET 26 FOR STORM TABLE.

	THESE PLANS MAY BE USED ONLY BY THE ENGINEER OR ARCHITECT WHOSE NAME AND PROFESSIONAL SEAL ARE ON THESE PLANS.	PROJECT NAME: SUGARMILL LAKES SUBDIVISION	PREPARED FOR: SUGARMILL DEVELOPERS, LLC
	NOT VALID UNLESS DONE & SIGNED BY REGISTERED ENGINEER & REGISTERED ARCHITECT	PROJECT LOCATION: MANATEE COUNTY, FLORIDA	PREPARED BY: GHAFARI ASSOCIATES, INC.
DATE:	DESCRIPTION:	DATE:	DATE:

PS 48 Re 95

PL 22 Rev. 2005 - 6/24/06 2:10:06 PM C:\Projects\Sugarmill Lakes Subdivision\PL 22.dwg



NORTH LINE
OF S 1/4
OF NE 1/4

REMOVE THE END OF THE EXISTING DRIVE
AND CONSIDER THE NEW DRIVE AS A
NEW DRIVE PER EXISTING CONDITIONS

USE SO U OF
THE ROAD TO REMAIN

(SEE PRIVATE STREET NO. 33)

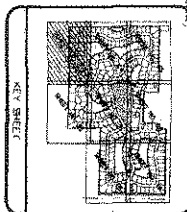
REMOVE EXISTING DRIVE
AND CONSIDER THE NEW DRIVE AS A
NEW DRIVE PER EXISTING CONDITIONS

(17) ± SHEET

431

EROSION NOTE
CONSTRUCTIVE MEASURES TO PREVENT
CONSIDERATION PER LOCAL PERMITS

NOTE: SEE SHEET 28 FOR
STORM TANK.

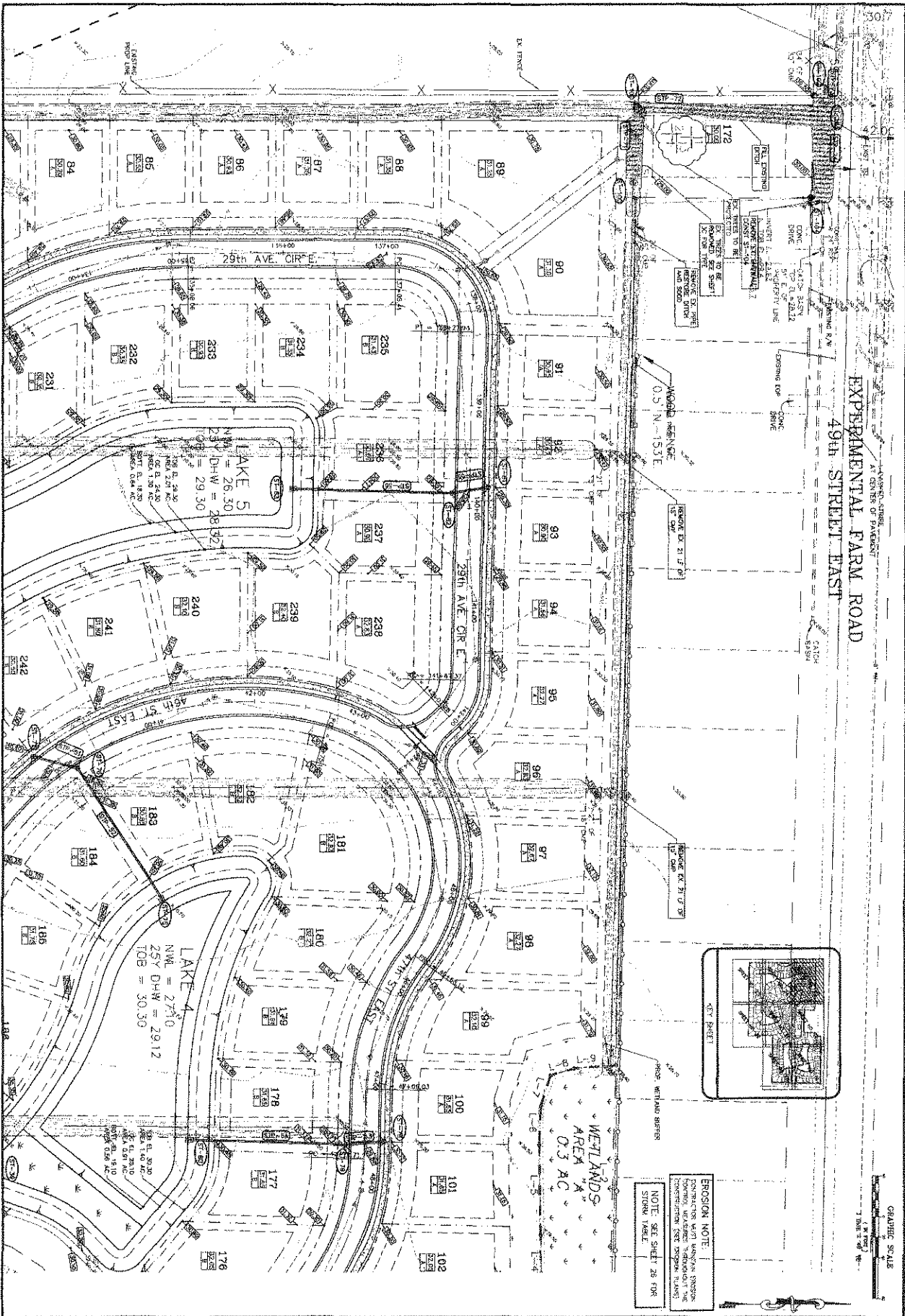


GRAPHIC SCALE
1" = 20' ±

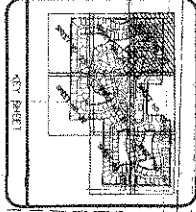
Lot 28 Nov 2005 - 2:00pm 21:00m-21:00m (17) ± SHEET (17) ± SHEET (17) ± SHEET

	<p>PROJECT NAME: SUGARMILL LAKES SUBDIVISION</p> <p>PROJECT LOCATION: MANATEE COUNTY, FLORIDA</p> <p>PROJECT TYPE: GRADING, PAVING & DRAINAGE</p>	<p>PREPARED BY: GHAFARI ASSOCIATES, INC.</p> <p>ENGINEERING PERMITTING PLANNING</p>
	<p>DATE: 05-17-05</p> <p>DESCRIPTION: (17) ± SHEET</p>	<p>PROJECT NO: 05-17-05</p> <p>DATE: 05-17-05</p> <p>DESCRIPTION: (17) ± SHEET</p>

PS 48 75 96



EXPERIMENTAL FARM ROAD
 49th STREET EAST



EROSION NOTE:
 EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD (SEE EROSION PLAN)
NOTE: SEE SHEET 28 FOR STORM TANK

GRAPHIC SCALE

PG 48
 PG 98

1/12/2006 @ 9:50am
 25 AND PAVED
 SUGARMILL LAKES SUBDIVISION
 MANATEE COUNTY, FLORIDA
 SUGARMILL DEVELOPERS, LLC

	THESE PLANS AND SPECIFICATIONS SHALL BE CONSIDERED AS A CONTRACT DOCUMENT AND SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE STANDARD SPECIFICATIONS FOR ROAD AND DRAINAGE CONSTRUCTION, LATEST EDITION, AS APPLICABLE.	PROJECT NAME: SUGARMILL LAKES SUBDIVISION	PREPARED FOR: SUGARMILL DEVELOPERS, LLC
	PROJECT LOCATION: MANATEE COUNTY, FLORIDA	SHEET NAME: GRADING, PAVING & DRAINAGE	PREPARED BY: GHAFARI ASSOCIATES, INC.
NO. DATE DESCRIPTION	12/18/05 F200 & DRAINAGE PLAN	PROJECT NO.	DRAWING NO.

CITIZENS MANAGEMENT SERVICES, INC.

5800 Lakewood Ranch Blvd
Sarasota, Florida 34240

2013 COMMUNITY MANAGEMENT AGREEMENT

THIS AGREEMENT, entered into by and between Sugar Mill Lakes, a Florida not-for-profit corporation, hereinafter referred to as "ASSOCIATION", and Citizens Management Services, INC., a Florida Corporation, hereinafter referred to as "AGENT".

WITNESSETH

WHEREAS, ASSOCIATION was formed and organized for the purpose of maintaining the values and amenities of a Homeowners' Association located in Manatee County, Florida, and;

WHEREAS, pursuant to the By-Laws of ASSOCIATION, the members of ASSOCIATION have delegated the authority to manage the maintenance and administration of ASSOCIATION to its Board of Directors; and

WHEREAS, the Board of Directors, on behalf of its members, desires to employ Agent to manage ASSOCIATION at the Board's direction; and

AGENT is qualified to manage ASSOCIATION in compliance with all statutory requirements connected with the business of community association management.

NOW, THEREFORE, in consideration of the promises and mutual covenants and other considerations herein contained the parties hereto agree as follows:

- I. ASSOCIATION hereby employs AGENT exclusively to manage ASSOCIATION for a period of one year, commencing on January 1, 2013. Contract will automatically renew on its anniversary date unless notice is provided in accordance with the terms of this contract. This contract is cancelable by either party, with or without cause, with sixty (60) days proper notification by certified mail of the intent to terminate.
- II. The ASSOCIATION does hereby employ AGENT to manage the ASSOCIATION and community facilities under the instruction of the Board of Directors. AGENT agrees to provide professional management services in the name of and on behalf of ASSOCIATION, which hereby gives AGENT the authority and powers required to perform the services specifically described below:

A. MANAGEMENT

1. AGENT will employ and assign one portfolio community manager who shall be licensed pursuant to Florida Statutes 468.431 and registered with the Department of Business Regulation in accordance with Chapter 61B-55.001, Florida Administrative Code, to oversee management of the property.
2. AGENT shall perform duties in compliance with the ASSOCIATION's documents and in compliance with Florida Statutes as they may be amended from time to time. Official Records in the form of permanent hard copies shall be kept in compliance with the State of Florida Rule 61.503(6)(a) and (b).
3. ASSOCIATION shall provide AGENT with recorded Articles of Incorporation, By-Laws

and Covenants, Conditions and Restrictions. AGENT shall manage the property in accordance with these documents, as well as applicable state statutes.

4. AGENT shall make on-site reviews to monitor the site, supervise contracted employees of the ASSOCIATION and provide an opportunity to meet with property owners and members of the Board of Directors. Such frequency and duration of these inspections shall be mutually agreed to by the AGENT and the ASSOCIATION's Board of Directors.
5. AGENT shall attend a maximum of six meetings of ASSOCIATION's Board of Directors per year and one ASSOCIATION Annual Meeting. Community Manager shall take action on those items assigned to AGENT by vote of the Board of Directors at such meetings.
6. AGENT shall act as ASSOCIATION's liaison with others such as contracted employees, government agencies, attorneys and real estate brokers.
7. AGENT shall assist ASSOCIATION directors in enforcement of ASSOCIATION's recorded governing documents to include written notification to members in violation and, if directed by the Board of Directors, arrange for legal enforcement of said violations utilizing an attorney of ASSOCIATION's choice.
8. AGENT shall receive and distribute all correspondence addressed to ASSOCIATION, as instructed by the Board of Directors.
9. AGENT shall coordinate the distribution of meeting minutes, as instructed by the Board of Directors.
10. AGENT shall prepare, print and distribute general announcements and other information to all members including notice of Board and Annual Meetings and Elections as required by state law.
11. If so instructed by the Board of Directors, AGENT shall coordinate the preparation and distribution of an ASSOCIATION newsletter.
12. AGENT shall renew ASSOCIATION corporate charter and, if applicable, shall renew swimming pool licenses and arrange for other such licensing and recording provisions as required by law.
13. AGENT shall maintain a roster of all lot owners complete with mailing address as required by Florida statutes. At the direction of the Board, AGENT shall ensure maintenance of current official records for ASSOCIATION including correspondence files, minute books, insurance policies, contracts, etc. Such records shall be kept at the AGENT's corporate and regional offices. AGENT shall provide a repository, if necessary, for additional ASSOCIATION official records for the period of time dictated by Florida statutes. ASSOCIATION is to retain ownership of all records.

B. ACCOUNTING

AGENT agrees that all monies collected on behalf of ASSOCIATION shall be deposited in a custodial account in a state or national bank where deposits are insured by the Federal Deposit Insurance Corporation separate and apart from AGENT's own funds.

AGENT further agrees that all AGENT's employees who handle or are responsible for the safekeeping of any ASSOCIATION monies shall be covered by a fidelity bond. Such bond is to be in a minimum amount of \$100,000 with a company determined by the AGENT. Accounting functions include:

1. Receive, deposit, disburse and account for all ASSOCIATION funds.
2. Have printed and distribute scheduled maintenance fee and assessment notices to all members at the address provided by the member for billing purposes. If no such address is provided, mailing will be to the street address of the lot or living unit.
3. Mail collection notices to all members in accordance with the established collection policy of the ASSOCIATION.
4. Maintain individual account statements for each member on which are posted all debits and credits to include monthly computations of interest and/or late charges due on past-due or delinquent accounts.
5. Assist Directors in preparation of ASSOCIATION's annual budget.
6. Review invoices and charges to ASSOCIATION by vendors and contractors to ensure compliance with contracted goods and services and to procure back-up documentation to support said charges. Such charges will be coded by account to ASSOCIATION's general ledger and AGENT shall remit timely payment of all such valid charges.
7. Procure contractor's Certificates of Insurance and Federal W-9 Forms for non-incorporated vendors and contractors in accordance with Federal tax laws.
8. File Notices of Commencement in accordance with Florida Statutes on behalf of ASSOCIATION and ensure receipt of required lien waivers prior to payment being issued to contractor in order to protect ASSOCIATION from Mechanical Lien Law Liability.
9. Prepare monthly financial statements for ASSOCIATION utilizing the accrual method of accounting, including an income and expense statement, a balance sheet, a check register, and an itemized listing of accounts receivable by age, and a disbursements journal by the twentieth day of the following month.
10. Arrange for annual audit, compilation or review of ASSOCIATION financial records to include filing of all required tax forms as directed by a Certified Public Accountant of ASSOCIATION's choice as requested by the Board of Directors.

C. CLOSINGS

1. AGENT shall provide an information package to new owners which will include notification of AGENT's information with the ASSOCIATION, emergency telephone numbers and payment coupons.

AGENT will provide ASSOCIATION with a computerized roster of closings prepared each month. AGENT shall invoice the owner as noted on Schedule A, per closing to offset expenses of processing the required information. It shall be the responsibility of the ASSOCIATION to notify appropriate closing agents and third party builders, if applicable, of AGENT's affiliation with ASSOCIATION. AGENT shall not be held liable for any closings unless properly notified.

2. Upon notification by a closing agent of a pending sale, AGENT will review ASSOCIATION's governing documents regarding required approvals. Should review of property transfers be required by ASSOCIATION's governing document, AGENT will provide the appropriate information to the closing agent for completion. Upon receipt of required approvals, AGENT will review the property account status and prepare notice stating the total amount of maintenance' fees, special assessments, late fees, transfer fees etc., due to be collected at closing of title. After closing is held, AGENT will collect and deposit funds received from closing agent and update ASSOCIATION's files and financial records with new owner information.

D. COLLECTIONS

1. AGENT shall advise individual members of ASSOCIATION's authority and notice of intent to file liens against property, should member's account become delinquent, to protect ASSOCIATION's financial interest.
2. As directed by ASSOCIATION, AGENT shall authorize an attorney approved by the Association to research record ownership of property, prepare and record liens against property and, when appropriate, prepare and record satisfactions of lien.
3. As directed by ASSOCIATION, AGENT will forward necessary documentation to the attorney of ASSOCIATION's choice for legal collection and/or foreclosure action. As Registered Agent, AGENT will accept service of summons and complaints on behalf of ASSOCIATION and forward same to attorney of ASSOCIATION's choice for answer within the time frame dictated by law to ensure ASSOCIATION's interest in the lawsuit is protected.
4. The ASSOCIATION shall charge, to the member's account, the maximum amount allowable by state and federal laws upon receipt of a check which has been returned from ASSOCIATION's bank due to non-sufficient funds to offset AGENT's and ASSOCIATION's expenses to process the check. AGENT shall charge and collect interest and late fees, to the extent provided by the ASSOCIATION's documents and per Florida law.

E. MAINTENANCE

1. In addition to the supervision of budgeted maintenance employees, AGENT shall supervise contracted labor such as grounds maintenance, pest control, and similar on-going contracted services to ensure contract compliance on behalf of ASSOCIATION.
2. At the direction of the Board of Directors, AGENT shall receive maintenance requests from individual members and, when such requests meet approved guidelines, prepare and issue service work orders.

III. All expenses of operation, management and maintenance will be paid from ASSOCIATION's funds held by AGENT. AGENT is authorized to prepare ASSOCIATION checks to pay any amounts owed by ASSOCIATION. AGENT shall have no obligation to advance funds to ASSOCIATION for any purpose whatsoever.

It is specifically understood and agreed that AGENT shall provide the services and pay the expenses provided herein only from the amounts collected from assessments of ASSOCIATION members and shall not be obligated to undertake such services to the extent that assessments and other revenue of the ASSOCIATION are insufficient to pay the costs and expenses of same.

If it appears that the assessments and other revenue of the ASSOCIATION are insufficient to fund the amount of the approved budget, AGENT shall notify the Board of Directors of the amount by which such income shall be insufficient and shall request the Board of Directors to increase assessments to eliminate the deficiency. Failure of the Board to increase assessments to properly fund the approved budget shall relieve AGENT from responsibility for work or damage occasioned by reason of the deficiency.

IV. ASSOCIATION shall pay AGENT a management fee of **\$948.00** per month. The management fee covers all services included in this contract, unless otherwise noted. Expenses incurred by AGENT in communication with the ASSOCIATION at large will be considered an ASSOCIATION expense and charged to the ASSOCIATION. These generally include the following: ASSOCIATION related postage and supplies for meeting notices and other mass mailings, invoices, ASSOCIATION related office supplies, unusual ASSOCIATION related telephone calls, licensing fees, recording fees and all items which become the property of the ASSOCIATION. Charges for these items and any additional services, not included in the AGREEMENT will be made in accordance with Schedule A, attached hereto and made a part of this AGREEMENT. Schedule A is subject to change with notification.

V. ASSOCIATION shall designate a single individual who shall be authorized to direct AGENT on any matter relating to management of ASSOCIATION. AGENT is directed not to accept directions or instructions with regard to the management of the ASSOCIATION from anyone else. In the absence of any other designation by ASSOCIATION, the President of the Association shall have this authority.

VI. ASSOCIATION agrees to save AGENT harmless from all damage, suits or claims in connection with the management of the property, and from all liability for injuries to persons or properties suffered or sustained by an employee or any other person whomsoever, not caused by AGENT's own gross negligence or willful misconduct, and ASSOCIATION and its members

do hereby indemnify and save harmless AGENT from any such liability for damages, costs and expenses, including attorney fees, for the administration of its duties thereunder or from injury to any person or property in and about or in connection with ASSOCIATION property from any costs whatsoever unless such loss or injury shall be directly caused by AGENT's own gross negligence or willful misconduct.

Accounts payable to AGENT hereunder shall be paid by the ASSOCIATION in advance of the final disposition of any matter related thereto, upon receipt of an undertaking by or on behalf of AGENT to repay such amount if it shall ultimately be determined that AGENT is not entitled to be indemnified therefore by the ASSOCIATION, as provided here under. The indemnification provided for herein shall not be deemed exclusive of any other rights to which AGENT may be entitled, and shall continue after AGENT has ceased to be employed under this Management Agreement.

ASSOCIATION shall cause to be placed or kept in force all insurance required or permitted by ASSOCIATION documents to be kept or placed by ASSOCIATION, with AGENT named as additional insured, in amounts determined by the ASSOCIATION's Board members and sufficient to furnish ASSOCIATION and AGENT reasonable adequate protection against liability which may be incurred in the management and operation of ASSOCIATION. These insurance policies shall be written so as to protect AGENT and AGENT's staff in the same manner and to the same extent as the ASSOCIATION is thereby protected.

The terms used herein shall be construed in accordance with the Declaration of Conditions, Covenants and Restrictions of the ASSOCIATION and Bylaws and Articles of Incorporation related thereto.

This Management Agreement represents the entire understanding between AGENT and ASSOCIATION. The scope of services under this agreement may only be modified in writing by both parties. If any part or clause of this Management Agreement is declared inoperative or void, it shall not affect the validity of the remainder of the agreement as a whole. This Agreement shall not become effective and binding until it has been executed by all parties hereto, and shall be dated for purposes hereof as of the date of execution by the ASSOCIATION. Time is of the essence in this Agreement.

Should either party be compelled to take legal action to enforce the terms of the Management Agreement, venue for any action brought by a party thereunder shall be in Manatee County, Florida.

VII. Any notice required or permitted to be served thereunder may be served by registered mail as follows:

A. If to AGENT:
Citizens Management Services INC.
5800 Lakewood Ranch Blvd
Sarasota, Florida 34240

B. If to ASSOCIATION:
President
SUGAR MILL LAKES
5800 Lakewood Ranch Blvd
Sarasota, FL 34240

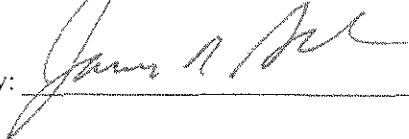
Either party may change the address for notice by notice to the other party. Notice served by mail shall be deemed to have been served when deposited in the U.S. Mail.

VIII. THIS Agreement shall be binding upon and inure to the benefit of the successors and assigns of AGENT and the heirs, administrators, successors and assigns of the ASSOCIATION.

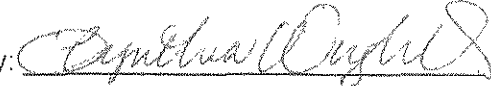
IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures as of the above first written.

WITNESS:

SUGAR MILL LAKES

By:  _____

CITIZENS MANAGEMENT SERVICES INC.

By:  _____