

**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

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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.

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

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

ARTICLE IV Homeowners' Association

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

Use and Maintenance of Common Areas

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

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

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

3. Maintenance and Care. The Association shall be responsible for the maintenance and care of all property forming a part of the Common Areas. However, in the event the Association or its successors shall fail to maintain such in reasonable order and condition, the County shall have the right to maintain the Common Areas under and in accordance with the provisions of subparagraph (6) of Section 909.5, Common Open Space and Common Improvement Regulation and Dedications of the Manatee County Land Development Code, as amended from time to time, which provisions are, by this reference, incorporated herein and made a part hereof. Upon notice and hearing, the County may enter said Common areas for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the time end of such period. In the event that the Association and the County fail to maintain the Common Areas in reasonable order, the Developer shall have the right to maintain the Common Areas and charge the Association for such maintenance. A more detailed plan for maintenance is attached hereto as **Exhibit "E"** and is hereby incorporated as part of the Declaration of Covenants, Conditions and Restrictions. Any future improvements, including, but not limited to, recreational facilities shall be the responsibility of the Association.
4. Disturbance of Common Open Space. No portion of the Common Areas which are a part of the common open space or conservation areas shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance or repair without the prior written approval of the Director of the Manatee County Planning Department.
5. Right of Entry by County and Southwest Florida Water Management District. The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel and fire fighting personnel, and the Southwest Florida Water Management District while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Common Areas as may be necessary to perform their duties. Attached hereto is **Exhibit "F"** with more specific information on the right of entry.

ARTICLE VI. FISCAL MANAGEMENT

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

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

2. Budget: The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and funds for required reserves, and may provide funds for specifically proposed and approved improvements.
3. Procedure: The Board of Directors shall adopt a budget in accordance with the Covenants.
4. Assessments and Apportionment: Regular annual assessments against a Lot owner for his or her share of the items of the budget shall be made in advance on or before December 20 preceding the year for which assessment is made. Such assessment shall be due either annually or, at the discretion of the Board, in four (4) equal quarter annual installments, which shall come due on the 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 21 day of APRIL, 2004.

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

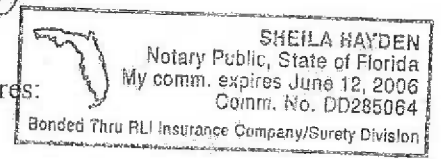
SUGAR MILL LAKES
HOMEOWNERS' ASSOCIATION, INC., a
Florida not for profit corporation.
By: Loreen Vickers
Print Name: LOREEN VICKERS
As its: PRESIDENT
Date: 4/21/04

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.wpd\ddm\September 24, 2003