

**ARTICLES OF AMENDMENT  
AND RESTATEMENT OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SUGAR MILL DEVELOPMENT**

**THIS AMENDMENT AND RESTATEMENT** is made this 13<sup>th</sup> day of September, 2016 by the Sugar Mill Association, Inc. a Florida corporation not-for-profit (hereafter the "Association").

**WITNESSETH**

**WHEREAS**, the Association is responsible for the operation of **Sugar Mill**, a development created pursuant to the Declaration of Covenants, Conditions and Restrictions thereof as recorded in Official Records Book 1745, at Pages 110 et. seq. of the Public Records of Volusia County, Florida as amended from time to time, (hereafter the "Declaration"); and

**NOW THEREFORE**, the Association hereby declares that all of the properties described in Exhibits "A", "B", "C", "D", "E" and "G" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**WHEREAS**, the Board of Directors of the Association proposed that the Declaration be amended and restated in accordance with its terms and provisions as hereinafter set forth; and

**WHEREAS**, at a Special Meeting of the members of the Association duly convened on the 14<sup>th</sup> of March, 2011 the fee owners of a simple majority of all Lots and Living Units in the properties approved the Amendments and Restatement to the Declaration of the Association as set forth herein below;

**NOW THEREFORE**, the undersigned, on behalf of the Association, joined by not less than a simple majority of the Owners of Lots or Living Units hereby adopt the following amendments to the Declaration as follows:

## **ARTICLE I DEFINITIONS**

Section 1. "Association" shall mean and refer to the Sugar Mill Association, Inc., its successors and assigns. "Homeowners' association" or "association" means a Florida corporation responsible for the operation of a community in which the voting membership is made up of parcel owners or their agents, or a combination thereof, and in which membership is a mandatory condition of parcel ownership, and which is authorized to impose assessments that, if unpaid, may become a lien on the parcel.

Section 2. "Owner" shall mean and refer to a Lot or Living Unit Owner, whether one or more persons or entities, of a fee simple title to a Lot or Living Unit which is part of the Properties, but excluding those having such interest merely as security for the performance of an obligation, unless and until such interest has been acquired pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 3. "Properties" shall mean and refer to all existing parcels described in Exhibit "A", as amended and any additions, which currently are or which subsequently become subject to this Declaration.

Section 4. "Common Area" or "Common Properties" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area or Common Properties owned by the Association are described in Exhibit "B", attached hereto.

Section 5. "Sugar Mill Development" shall mean all that real property as described in Section 3. "Properties", and Section 4. "Common Area," or "Common Properties."

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision of the Properties with the exception of the Common Area.

Section 7. "Living Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family.

Section 8. "Member" shall mean and refer to a Lot or Living Unit owner who is a member of the Association as provided in Article III herein.

Section 9. "Single Family" shall mean one or more persons related by blood, marriage, adoption, or guardianship, or not more than two(2) persons not so related, living in one household. This applies to all properties, whether owned or leased.

Section 10. "Structure" shall mean and refer to:



(a) any thing or object (other than trees, shrubbery, and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including, by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered patio, swimming pool, fence, curbing, paving, wall, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvements to such Lot; and

(b) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot.

## **ARTICLE II PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and Living Unit, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of a member for the non-payment of regular annual assessments that are delinquent in excess of ninety (90) days.

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument executed by the President and attested to by the Secretary of the Association indicating that at a meeting called for that purpose two-thirds (2/3) of the membership of the Association have approved such dedication or transfer, and is recorded in the Public Records of Volusia County, Florida.

(c) The right of the Association, with the assent of two-thirds (2/3) of the membership, in accordance with its Articles and Bylaws, to borrow money for the purpose of acquiring or improving common Area and, in aid thereof, to mortgage said Properties.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Association's Bylaws, the right of enjoyment to the Common Area and facilities to the member's family, tenants, invitees or contract purchasers who reside on the Property. However, it is understood that the member may not delegate his/her responsibility for the conduct of those delegated the use of the Common Area and facilities.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every owner of a Lot or Living Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit which is subject to assessment. Members shall all be Owners and shall be entitled to one vote for each Lot or Living Unit owned. When more than one person holds an interest in any Lot or Living Unit, all such persons shall be members. The vote for each Lot or Living Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Living Unit.

Section 2. Voting Rights. There shall be one vote per Lot or Living Unit in Association balloting; only one person shall be entitled to cast each such vote. The vote attributable to a single Lot or Living Unit shall not be divisible. Such person shall be the Lot or Living Unit Owner and is referred to as the "Voting Member." If a Lot or Living Unit is owned by more than one person or entity, the owners of said Lot or Living Unit shall designate one of them as the "Voting Member." In the case of a corporate owner, the president of the corporation shall designate in writing an officer or employee thereof as the Voting Member. If a Lot or Living Unit is owned by a general or limited partnership, any partner, officer or employee of such partnership designated in writing by the managing general partner shall be the Voting Member. The total number of votes shall be equal to the total number of Lots or Living Units in the Association. If one person or entity owns two or more Lots or Living Units, such person or entity shall have one vote for each Lot or Living Unit owned. All voting shall be conducted in accordance with the provisions of the Bylaws.

**ARTICLE IV  
SUGAR MILL COUNTRY CLUB**

Sugar Mill Country Club, Inc. is the owner and operator of the golf course and certain other recreational facilities contiguous to the Properties. Owners of Lots or Living Units within the Properties are not automatically members of Sugar Mill Country Club. Admission to the Sugar Mill Country Club is governed by the Articles of Incorporation, Bylaws, and any rules and regulations of the Sugar Mill Country Club, Inc.

**ARTICLE V  
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or Living Unit within the Properties by acceptance of a deed thereof,



whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for maintenance, repairs, and capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest costs, and reasonable attorneys' fees shall be a continuing lien upon the Property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was Owner of such Property at the time the assessment fell due. The personal obligations for delinquent assessments shall be in accordance with Section 6. (b), below.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, security and welfare of the residents in the Properties and in particular for the promotion of sales of properties, the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties, including but not limited to legal fees, the payment of taxes and insurance on the Common Properties, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Due Dates, Basis and Maximum of Annual Assessments. Assessments for any year shall become due and payable monthly on the first day of each month, or such other day as maybe fixed by the Board of Directors. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

(a) The annual assessment per Lot or Living Unit shall be determined by the Board of Directors at the time such assessments are imposed, provided, however, that as of January 1, 2011 assessments total \$434.00 per Living Unit. This amount is subject to annual revisions. Unimproved Lots shall be assessed at the rate of FIFTY PER CENT (50%) of the assessments for Living Units. For purposes of determining the basis and maximum of annual assessments, when more than one Living Unit is situated upon a single Lot, tract or parcel, each such unit shall be assessed separately, but there shall be no separate assessment for the Lot, tract or parcel.

(b) At the discretion of the Board of Directors, the annual assessment maybe increased annually provided, however, that such increase shall not be in excess of FIVE PERCENT (5%) above the assessment for the previous year. The annual assessment maybe adjusted by vote of the membership, as hereinafter provided, for the next succeeding year and the end of each such period of one year for each succeeding period of one year.

(c) The Association may change the maximum and basis of the assessments provided that any such change shall have the assent of two-thirds (2/3) of the

vote of members who are voting in person or proxy, at a meeting duly called for this purpose. Written notice shall be sent to all members in accordance with the Bylaws, and shall set forth the purpose of the meeting, provided further that the limitations set forth herein shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article IX, Section (b) hereof.

Section 4. Special Assessment for Maintenance, Repairs, or Capital Improvements. In addition to the annual assessment referred to in this Article, the Association may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any acquisition of Common Area, construction or reconstruction, unexpected maintenance, repair or replacement of the Common Properties or any improvements located thereon, including the necessary fixtures and personal property related thereto and extraordinary expenses for security, legal or emergency services. Any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members in accordance with the Bylaws.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 or 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of all votes shall constitute a quorum.

Section 6. Duties of the Board of Directors, Obligation of Association and Liability of Owners. The Board of Directors of the Association shall fix the "Date of Commencement" and the amount of the assessment against each Lot or Living Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

(a) The Association shall, upon request, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(b) Each Owner of a Lot or Living Unit shall be liable personally for a proportionate share of all Assessments coming due while an Owner regardless of how title is acquired. In any transfer of ownership (whether voluntary, involuntary or by operation of law) the transferee shall be jointly and severally liable with the transferor to the



Association for due and unpaid Assessments regardless of whether evidenced by a Claim of Lien. No person acquiring title to a Lot or Living Unit shall be entitled to possession thereof until all unpaid and due assessments to the Association are paid. The liability for Assessments may not be avoided by waiver of the use or enjoyment of the Property or the abandonment of the Lot or Living Unit for which Assessments are made.

Section 7. Effect of Non-payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 3 hereof), then such assessment along with a late fee in the amount of twenty-five dollars (\$25.00) shall become delinquent and shall, together with such simple interest thereon at the maximum rate allowed by Florida law and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hand of the owner, its heirs, devisees, personal representatives and assigns. The Owner agrees that it shall be liable for and promptly pay as and when due to the Association all assessments and special assessments as provided herein and in the Articles of Incorporation and Bylaws. The Owner agrees and understands that in the event it fails to make payment as and when due, the Association shall have the right to record a lien against the Owner's Lot or Living Unit in the form set forth by the Board of Directors, signed by the President or Vice President of the Association in recordable form. The Association shall have the right to enforce the lien in the manner provided under Florida law for foreclosure of mortgage liens. The Owner shall pay interest on the amount owed at the highest rate permitted by law, as well as all court costs and attorneys' fees incurred in collection, including all costs and fees incurred in foreclosure of such lien. This lien shall be subordinate to the lien of mortgages recorded prior to the recording of the lien hereunder. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. Provided, however, that no voluntary sale of any Lot or Living Unit shall be effective, nor shall any marketable title be conveyed unless and until the Seller has obtained from the proper officers of the Association a certificate, in recordable form attesting to the fact that the Seller has paid all assessments to date. If no such certificate is obtained and recorded, the Purchaser shall be conclusively presumed to have assumed such past due assessments and shall become forthwith liable therefore. If the assessment is not paid within thirty(30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law, and the Association may bring an action at law against the Property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with all costs of the action.

Section 8. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Living Unit shall not affect the assessment lien. ~~However, the sale or transfer~~

~~of any Lot or Living Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such payments as to payments which become due prior to such sale or transfer. However, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lessor of: 1. The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or 2. One percent of the original mortgage debt. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the parcel owner and initially joined the association as a defendant in the mortgagee foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonable discoverable by the mortgagee. No sale or transfer shall relieve such Lot or Living Unit from liability for any assessments thereafter becoming due or from the lien thereof~~

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas as defined herein; and (c) all properties exempted from taxation by the laws of the State of Florida, upon terms and to the extent of such legal exemption. Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## ARTICLE VI EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. Pursuant to agreement with Owner, or upon determination by the Association that an Owner has failed to maintain the exterior of its Living Unit or Lot in accordance with general standards of the community and above and beyond maintenance furnished by the Association, then, after reasonable notice to the Owner specifying such failure and upon Owner's neglect or refusal to correct the same, the



Association may provide exterior maintenance upon each such Living Unit or Lot as follows: paint, repair, replacement and care of roofs, gutters, downpours, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. The cost thereof shall be assessed to the Owner and shall be due as described in Section 2 hereof.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be due and payable within 30 days after completion of the work. In the event such Lot or Living Unit Owner refrains from paying his/her due bill after 90 days, it shall be a lien and obligation to the Owner and shall become due and payable in all respects as provided in Article V hereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day, except Sunday.

## ARTICLE VII ARCHITECTURAL CONTROL DESIGN REVIEW BOARD

Section 1. Formation. There shall be formed a committee of the Association known as the "Design Review Board" (the "DRB"). The DRB shall be composed of five individuals who must be members of the Association (preferably with appropriate expertise), and who shall be appointed by the Board of the Association each year immediately following the Annual Meeting. Alternate members may be appointed by the Board of the Association to serve in place of regular members and will have the same voting rights. A quorum of the DRB shall be three and the affirmative vote of three of the total membership of the DRB shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or orders, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. Any interim or final approval by the DRB in accordance with the terms hereof shall be subject to appeal to the Association's Board of Directors. Such appeal must be in writing and delivered to the President or Secretary of the Association within fifteen (15) days of the DRB's decision. A decision of the DRB may not be overturned without a majority vote of the Board of Directors.

Section 2. Review by the Design Review Board. No building, fence, wall, or other structure shall be commenced, or erected upon the Properties, nor shall any exterior addition to or change or alteration be made until the plans and specifications showing the

nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the DRB. All plans and specifications submitted for approval by the DRB shall contain statements that all submissions comply with all code and zoning laws, rules and regulations of all bodies having jurisdictions. Any changes to exterior colors for roofs, driveways or houses must be approved by the DRB.

Section 3. Rules, Statements of Policy, and Effect of DRB Approvals. The DRB shall promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots and Living Units, including, without limitation, exterior lighting and planting, and issue statements of policy with respect to the approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and statements are subject to appeal to and approval of a majority of the Association's Board of Directors. Such rules and statements of policy may be amended or revoked by the DRB at any time, and no inclusion in, or omission from, or amendment of any such rule or statement shall be deemed to bind the DRB to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the DRB's discretion as to any such matter; but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot or Living Unit of any plans or specifications shall not be deemed a waiver of the DRB's right, subject to and approval of appeal to a majority of the Association's Board of Directors, to disapprove such plans or specifications or any other of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Living Unit. Approval of any such plans and specifications relating to any Lot or Living Unit, however, shall be final as to that Lot or Living Unit and such approval may not be revoked or rescinded thereafter, subject to appeal to and approval of a majority of the Association's Board of Directors, provided, (a) that the structures or uses shown or described in any such plans and specifications do not violate any specific prohibition contained in any covenants and/or restrictions recorded against said Lot or Living Unit; and (b) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot or Living Unit in question.

In the event that the DRB fails to approve or disapprove in writing any plans and specifications as herein provided within 30 days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

Section 4. Disapproval of Plans. The DRB, based on standards promulgated by it, shall have the right, subject to appeal to and approval of a majority of the Association's Board of Directors, to disapprove any plans and specifications submitted hereunder because of any of the following:



- (a) the failure of such plans and specifications to comply with any covenants and/or restrictions recorded under the Properties;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to exterior design, appearance, or materials of any proposed structure;
- (d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots or Living Units in the vicinity;
- (e) objection to the grading, lighting, or landscaping plans for any Lot or Living Unit;
- (f) objection to the color scheme, finish, proportions, type of architecture, height, bulk, or appropriateness of any proposed Structure;
- (g) objections to parking or garage areas proposed for any Lot or Living Unit on the grounds of (i) incompatibility to proposed uses and Structures on such Lot or Living Unit or (ii) the insufficiency of the size of the parking or garage areas in relation to the proposed use of the Lot or Living Unit; or
- (h) any such matter which, in the judgement of the DRB, would render the proposed Structure, Structures or uses in harmonious with the general plan of improvement of the Properties or with the Structures or uses located upon other Lots located in the vicinity.

In any case where the DRB disapproves any plans and specifications submitted hereunder, or approves the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action is based. In any case the DRB shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared.

Section 5. The current rules, regulations and guidelines promulgated by the DRB are attached hereto and identified as Exhibit "F". As set forth in Section 1 above, said rules, regulations and guidelines are subject to change.

## ARTICLE VIII GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Restrictions. The following restrictions along with the Enforcement Provisions of ARTICLE IX, Section 4 shall apply to all Lots or Living Units on the Properties:

- a. General Prohibition. No dwelling, dwelling house, garage, outbuilding structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties, or any portion thereof, that does not conform to applicable governmental regulations and to the standards, requirements, prohibitions and provisions of this Declaration, and all such construction or development shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the DRB.
- b. Only Residential Purposes. No Lot or Living Unit shall be used in whole or in part for anything other than residential purposes, except for model Living Units which may be maintained by a builder only for purposes of sale of Living Units within the Properties. Other than conducting the sale of Living Units within the Properties, no trade, traffic, or business of any kind, whether professional, commercial, industrial, manufacturing or other nonresidential use, including parking of automobiles of clients, patients or customers, shall be engaged in or carried on upon the Properties or any part thereof; nor shall anything be done thereon which in the judgement of the Association's Board of Directors may be or which may become a nuisance, or which interferes with the right and easement of enjoyment by the Owners or the residents of the Properties. However, with the approval of the Board, an office in a home may be permitted so long as none of the prohibitions (i.e. nuisance or interfere with the right and easement of enjoyment) of this subsection or subsection (v) is violated.
- c. Subdivision. No Lot or Living Unit shall be subdivided or split by any means whatsoever into any greater number of residential plots or units nor into any plot or unit of smaller size without express written consent of the DRB. Likewise, no adjacent Lots can be combined without DRB consent. In the event a lot becomes jointly owned by the owners of the lots adjoining thereto, then in that event the annual dues of said jointly owned lot shall be divided between the owners as their interest may appear.
- d. Addition, Relocation or Removal of Buildings. No building or structure shall be moved from or upon the Properties or Lots without written consent of the DRB.



e. Occupancy Before Completion. No building or structure upon the Properties shall be occupied until it is completed and complies with the terms and provisions of this Declaration, and a "Certificate of Occupancy" has been issued.

f. Maintenance and Repair. All dwellings, structures, buildings, outbuildings, walls, driveways, and fences placed or maintained on the Properties or any portion thereof, shall at all times be maintained in good condition and repair.

g. Completion of Construction. All exterior construction and paint and stain finishing for which plans and specifications are required herein to be submitted to the DRB for approval, shall be completed within eighteen (18) months from the time all permits have been acquired for said approval to remain in force, unless the DRB shall grant a greater period of time to complete said constructions, or shall grant an extension of a one year period.

h. No temporary buildings, no tent, shack, house trailer, basement, garage or other outbuilding shall at any time be used on any Lot as a residence temporarily or permanently; and no building or dwelling of a temporary character shall be permitted except as follows: buildings necessary for construction taking place on the Properties and not intended to be used as living accommodations during the course of construction; and sales and leasing offices, during the course of sales, provided that DRB approval is given.

i. Ground Maintenance. (i) Grass, hedges, trees, shrubs, vines and/or plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. (ii) No weeds, vegetation, rubbish, debris, garbage, waste materials, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any Lot which would render it unsanitary, unsightly, offensive or detrimental to the Properties in the vicinity thereof or to the occupants of any property in the vicinity. (iii) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used within three months after the construction of buildings or structures upon the Lot on which the material is stored.

j. ~~Removal of Existing Trees.~~ No existing tree greater than six (6) inches in diameter, measuring four (4) and feet above the ground shall be removed from any Lot for any reason except disease, imminent danger of falling or unless such tree directly interferes with the erecting or placing of the Living Unit on said Lot. In general, removal of trees must be done in conformity with Section 604.051 of the City of New Smyrna Beach Land Development Regulations as amended, and at the owner's expense. It is the property owner's responsibility to contact the City of New Smyrna Beach and obtain all necessary approvals and permits before removing any trees. In the event that the removal of certain trees is deemed necessary in the interest of public safety, this must be accomplished within fifteen (15) days of the receipt of written notice from the Association, and at owner's expense.

k. ~~Fences, Walls, Hedges of any Type.~~ No hedge of any type exceeding three feet above the finished graded surface of the ground upon which it is located shall be placed or maintained between the street and the front setback line of the Lot without the written consent of the DRB. ~~No fence or wall of any type exceeding a height of six feet above the finished graded surface of the ground upon which it is located, shall be constructed, placed or maintained upon any Lot without the written consent and approval of the DRB. No fence of any kind is permitted on the side of any lot abutting the golf course. Invisible, electric fences are permitted.~~ Fences, Walls, Hedges of any Type. No hedge of any type exceeding three feet above the finished graded surface of the ground upon which it is located shall be placed or maintained between the street and the front setback line of the Lot without the written consent and approval of the DRB. Fences, Walls, or hedges on the sides or back of the lot may not exceed a height of six feet above the finished graded surface of the ground upon which it is located and may not obstruct a neighbor's view. No fence, wall or hedge shall be constructed, placed or maintained upon any Lot without the written consent and approval of the DRB. Invisible, electric fences are permitted.

l. ~~Animals, Birds and Fowl.~~ No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot or Living Unit except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Dogs must be under owners' control at all times, and the City of New Smyrna Beach animal control ordinance shall be strictly observed. In the event of a dispute as to the reasonability of the number of such cats, dogs or household pets kept upon the



Properties, the decision of a majority of the Board of Directors of the Association shall control. Animals, Birds and Fowl. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Dogs must be under owner's control at all times, and the City of new Smyrna Beach animal control ordinance shall be strictly observed. In the event of a dispute as to the reasonability of the number of such cats, dogs or household pets kept upon the Properties, the decision of a majority of the Board of Directors of the Association shall control. No resident shall allow their pets to defecate upon any sidewalk, street, common area, golf course, or private property (excluding their own property) unless such person shall remove all feces so deposited by such animal immediately before leaving the area of the defecation.

m. Laundry. No clothes, sheets, blankets or other articles shall be displayed in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.

n. Aerials. No radio, television or other aerial, antenna, dish antenna greater than one meter in diameter, tower or transmitting or receiving aerial, or support thereof, shall be erected, installed, placed or maintained upon any Lot, Living Unit or upon any building or structure, except under eaves or entirely within the enclosed portion of the individual dwelling unit or garage; and in no event shall such devices protrude above the highest point of the dwelling situated upon such Lot, or extend from overhang or wall. Provided, however, that the Association may erect towers on the Properties for the purpose of providing master antenna service. If such service is provided, it shall be made available to every Living Unit Owner on a reasonable and equitable basis.

o. Exterior Lighting. No exterior lighting fixtures shall be installed on any Lot or Living Unit without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance to the residents of adjacent properties.

p. ~~Boat and Vehicle Parking and Storage. (i) No commercial truck or van, recreational vehicle, travel trailer, camping trailer, truck camper, motor home, motor coach, trailer, motorcycle, moped, golf cart, utility vehicle, all terrain vehicle, or boat shall be parked overnight outside the dwelling of a residential lot, including the driveway. (ii) No vehicle parked outside the dwelling of a residential lot or living unit shall have any protective covering. (iii) For purposes hereof, the term "commercial truck or van" means any vehicle which is designed or used principally for the carriage of goods or people, and includes a motor vehicle to which has been added a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers, or has external signage or business identification. Said term excludes what is commonly referred to as a "pick-up" truck, a sport utility vehicle or a station wagon.~~ Boat and Vehicle Parking and Storage. (i) No commercial vehicle, recreational vehicle, travel trailer, camping trailer, truck camper, motor home, motor coach, trailer, motorcycle, moped, golf cart, utility vehicle, all-terrain vehicle, or boat shall be parked overnight outside the dwelling of a residential lot, including the driveway. (ii) No vehicle parked outside the dwelling of a residential lot or living unit shall have any protective covering. (iii) For purposes hereof, the term "commercial vehicle" means any vehicle which is designed or used principally for the carriage of goods or people, and includes a motor vehicle to which has been added a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers, or has signage or business identification.

q. Utilities. (i) Wires and conduits for the transmission or distribution of electricity, telephone, cable television and other purposes, public sewers, land drain pipes, water and gas mains, or other pipes shall be placed beneath the surface of the ground, except that street light standards and similar electrical equipment maybe placed on the surface after the DRB has approved the design, location and, where needed, the proposed screening. (ii) Temporary poles used for the transmission of electricity, telephone and other purposes during the original period of dwelling construction may not be erected, placed, installed or maintained on any Lot or portion of the Properties after the constructions of dwellings has been completed, without the approval of the DRB.

r. Excavations. No excavation for stone, gravel, sand, or dirt shall be made on any portion of the Properties, except for the construction of



dwelling, walls, fences, foundations, structures, landscaping, swimming pools and other appurtenances, plans or specifications for which excavations have been approved by the DRB.

s. Oil and Mining Operations. No drilling or exploration for or development of oil, gas or other hydrocarbons, or refining, quarrying, or mining operations of any kind, shall be permitted upon or in any Lot, nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot and no derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

t. Signs. Except as otherwise permitted by the DRB, no sign of any character shall be displayed or placed on any Lot or Living Unit except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed twenty (20) inches in height or twelve (12) inches in width including add-on sections (realtor name, pool, etc.). The signs shall not extend more than three (3) feet above the ground, and shall be limited to one sign per Lot or Living Unit.

u. Refuse. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. Unless otherwise approved by the DRB, lightweight containers, weighing not more than 25 pounds, are permitted for trash, garbage, rubbish, debris, waste materials or other refuse. Said containers shall not be placed at street side for removal of refuse prior to the evening before the announced pickup day. Said containers must be returned to utility yard or enclosure within eight hours after announced pickup time.

v. Nuisances. No noxious or offensive trade or activity loud and boisterous behavior, loud playing of radio, television or other sound equipment shall be permitted on any Lot or Living Unit, or Common Areas, nor shall anything be done thereon which may be or may become an annoyance or repugnant and irritating to the residents of the neighborhood. Yard sales, garage sales, estate sales or similar type sales to offer furniture, equipment, clothing, etc., are subject to the following restrictions: In no instance are items offered for sale to be placed in the yards, driveways or in the street of any Living Unit. All items must be displayed within the dwelling confines and, if in the garage, the garage door is to be closed. Further, any such sales are required to have potential buyers visit the Living Unit on an appointment basis only so as to reduce the amount of traffic and

to control vehicle parking. Parking is limited to three non-member vehicles at any one time during the course of the sale.

w. Preservation and Maintenance of Slopes, Banks, and Swales. No person shall construct, damage, destroy, open, reduce, remove, alter, modify or install anything or improvement within, over, or upon any bank, slope or swale within the Properties without first obtaining DRB approval. No construction or excavation in the proximity of any canal, bank, slope or swale shall be permitted which, in the opinion of the DRB, would impair the stability of the slopes in the said areas.

x. Wells. No water wells shall be dug on any Lot or on the Properties except for purposes of irrigation, landscaping or filling of swimming pools.

y. Open Burning. Open burning on unoccupied Lots of wooden materials or vegetation generated by land clearing operation or demolition of a structure shall be allowed only according to applicable government regulations. Open burning to reduce solid waste on occupied residential premises is not permitted.

z. Swimming Pools. Subject to DRB approval, swimming pools may be constructed on any Lot provided that access to them from outside the Lot is controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the DRB.

aa. Irrigation. All landscaped areas shall be irrigated with a workable underground irrigation system except those areas left natural do not need to be irrigated. Irrigation systems must be installed with a rain sensor in all new construction. All irrigation systems must be maintained in perpetuity by the property owner, tenant, or agent.

Section 2. Minimum Square Footage of Living Units. No Living Unit shall be constructed on the Properties unless it has a minimum of 2200 square feet of living area exclusive of garages, carports, porches, balconies and patios, except those properties located in an area zoned by the City of New Smyrna Beach as R-2 and located in the subdivision known as "Sugar Mill Gardens" the minimum square footage shall be 1800 square feet of living area exclusive of garages, carports, porches, balconies and patios. No living unit shall be constructed on New Smyrna Beach R-1 Zoning area unless it has a minimum of 2200 square feet of living area, exclusive of garages, carports, balconies and patios. Square footage of construction on all lots including single family and cluster homes are permitted a maximum of 40% square footage coverage per lot.



Section 3. Special Restrictions for Golf Fairway Residential Single Family and Multi Family Lots.

a. Golf Easement. There is reserved a "Golf Course Maintenance Easement Area" on each Lot adjacent to the fairways or greens of Sugar Mill Country Club. This twenty-five (25) foot reserved easement shall permit the Sugar Mill Country Club, its agents, successors and assigns, at its discretion to go onto any fairway Lot at any reasonable hour and maintain or landscape such easement area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than four inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the easement area. This Golf Course Maintenance Easement Area shall be limited to the portion of such Lots within twenty-five (25) feet of the Lots bordering the fairways or the greens.

Until such time as a Living Unit is constructed on a Lot, the existence of such Golf Course Maintenance Easement Area shall permit and authorize registered golf course players and their caddies to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a Living Unit has been constructed on such a Lot, registered players or their caddies shall be permitted to recover balls only, not play, in such easement area. Registered players or their caddies shall not be entitled to enter on any Lot with a golf cart or other vehicle, nor spend unreasonable time on such Lot. After construction of a residential structure on a golf fairway Lot, appropriate boundary markers may be installed on said Lot at the discretion and expense of the Sugar Mill Country Club.

b. Prohibited Actions. Owners or residents of golf fairway Lots shall be obligated to abstain from any actions which could detract from playing qualities of the golf course or the development of attractive overall landscape treatment. Such prohibited actions include, but are not limited to, activities such as excessively loud noise by playing of radios, television sets or other sound equipment, burning trash on a lot when the smoke would cross the fairway, and the maintenance of unfenced dogs or other pets on the Lot under conditions interfering with play due to their loud barking, running on fairways, picking up balls or other like interference with play.

c. Within the 25' Golf Course Easement. Any proposed construction or modification to previously approved structures (fences, hedges, walls, patios, pools, screening, etc.) or any other structures which interfere with or detract from the aesthetic integrity of the golf course requires the prior approval of the Sugar Mill Country Club Board of Directors before the Design Review Board will consider the proposal. Any

proposal denied by the Sugar Mill Country Club Board of Directors will also be denied by the Design Review Board.

## ARTICLE IX GENERAL PROVISIONS

Section 1. Amendments. Anything in this Declaration to the contrary notwithstanding, this Declaration may be amended from time to time by recording among the Public Records of Volusia County, Florida, an instrument executed by the President and attested to by the Secretary of the Association indicating that at a meeting called for that purpose, the fee owners of a simple majority of all Lots and Living Units in the Properties have approved such amendment, provided that no such amendment shall affect or interfere with vested rights previously acquired by Lot or Living Unit owners.

Section 2. Duration. Except as provided in Section 1 hereof, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration was initially recorded, said date being September 6, 1974. Thereafter, said covenants shall be automatically extended for successive periods of ten (10) years unless amended, modified, or revised as provided herein.

Section 3. Notices. (a). Any notice required to be sent to any member or Lot or Living Unit Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing. (b). Disclosure Summary - Pursuant to Section 720.401, Florida Statutes, any developer or owner of a Lot or Living Unit must present a disclosure summary to any prospective purchaser before executing a contract for sale and purchase. The disclosure summary is for the purpose of notifying prospective purchasers that the property they intend to buy is subject to association membership requirement and restrictive covenants governing the use and occupancy of such property. The disclosure summary must be in a form substantially similar to the form set forth in Section 720.401 Florida Statutes. It is the responsibility of the owner/seller of any new or resale property to give a copy of Sugar Mill Association's DCCR to the buyer. A copy of the receipt signed by the new owner stating they have received the DCCR and that they will abide by the contents therein must be given to the Sugar Mill Association office.



Section 4. Enforcement. (a) Remedies at law or in equity. Enforcement of these covenants and restrictions may be made by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, the Association shall have the right, whenever there shall have been built on any Lot, any structure which is in violation of these Covenants and Restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owners; and such entry and abatement or removal shall not be deemed a trespass. In any suit or legal proceeding brought to enforce any of these covenants and restrictions, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees in connection therewith.

(b) Levy of Fines and Suspension of Use Rights. In addition to other remedies available, the Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests or invitees, or both, to use common areas and facilities and may levy fines against a member for the failure of the member or a member's tenants, guests, or invitees to comply with any provision of the Declaration, Bylaws or reasonable rules of the Association. No fine may exceed ~~\$100.00~~ \$500.00 per violation against any member or any tenant, guest or invitee. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine in the aggregate shall exceed ~~\$1,000.00~~ \$5,000.00. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the member and, if applicable, the member's tenants, guests, or invitees. The hearing must be held before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee by a majority vote does not agree with the fine, the fine may not be levied. The Association shall adopt a written procedure, as part of its Bylaws or rules, which, at a minimum, provides: (a) the party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than 14 days and said notice shall include (1) a statement of the date, time and place of the hearing; (2) a statement of the provisions of the Declaration, Bylaws or rules which have been allegedly violated; and (3) a short and plain statement of the matters asserted by the Association; and (b) the party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

(c) The remedies provided in this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due.

Section 5. Severability. Invalidation of anyone of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 6. Annexation and Mergers:

(a) Annexation. An addition to the Properties may be annexed by a Developer or any other fee simple owner of such addition upon the prior consent of two-thirds (2/3) of the Owners, and by filing a supplement to this Declaration in the Public Records of Volusia County, Florida, as hereafter provided. In the event, a Developer, or any other person proposes the annexation of an addition to the Properties, such party shall deliver a written application for annexation to the Board of Directors. Such application shall be available for inspection by Owners and shall show the proposed addition to the existing Properties and contain the following:

- i. A statement of the size, location and land use of the addition proposed for annexation, and the specific type and size of improvements constructed thereon;
- ii. The approximate size and location of the common properties proposed for such additions;
- iii. The general nature of the proposed common facilities and improvements;
- iv. A statement that the proposed addition, if annexed, shall be subject to this Declaration, including the provisions thereof regarding assessments by the Association;
- v. A copy of the applicant's proposed supplement to this Declaration which shall comply with the requirements hereafter provided in this Section 6 (a).

The annexation of such addition, if approved by the Owners as provided herein, shall be accomplished by filing a supplement to this Declaration in the Public Records of Volusia County, Florida, which supplement shall set forth such complementary additions and modifications of the covenants and restrictions contained in this Declaration as maybe necessary to reflect the different character, if so, of the proposed addition, so long as such additional covenants and restrictions are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplement revoke, modify, or add to the covenants established by this Declaration as it pertains or applies to then existing Properties.

(b) Mergers. Upon merger or consolidation of the Association with another association upon vote of two-thirds (2/3) of the Association's membership and as provided in its Articles of Incorporation, the Association's Properties, rights and obligations may,



by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties except as herein provided.

13<sup>th</sup> IN WITNESS WHEREOF, We have caused these presents to be executed this day of September, 2016 in the presence of:

Signed, sealed and delivered  
in the presence of:

SUGAR MILL ASSOCIATION, INC.

Shi Anne Moore  
Witness

BY: [Signature]  
(CORPORATE SEAL)

[Signature]  
Witness

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2016, by James Mulvey, the President of SUGAR MILL ASSOCIATION, INC. a Florida corporation not-for-profit, on behalf of the corporation. He is personally known to me or has produced a Florida driver's license as identification and did not take an oath.

WITNESS MY HAND and official seal in the State and County last aforesaid this 13<sup>th</sup> day of September, 2016.

Ashley Gasser  
Notary Public - State of Florida  
Commission No.

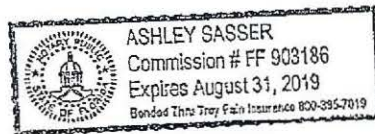


EXHIBIT "A"  
TO ARTICLES OF AMENDMENT  
& RESTATEMENT OF  
DECLARATION OF COVENANTS,  
CONDITIONS & RESTRICTIONS  
OF  
SUGAR MILL DEVELOPMENT

1. All of Units H and III, SUGAR MILL COUNTRY CLUB & ESTATES, according to the plats thereof filed of record in Plat Book 33, pages 110 through 115, inclusive, Public Records of Volusia County, Florida.
2. All of the property contained within the area of SUGAR MILL COUNTRY CLUB & ESTATES, UNIT IV, according to the plat thereof recorded at Map Book 35, pages 134 and 135, Public Records of Volusia County, Florida.
3. All of the property contained within the area of SUGAR MILL COUNTRY CLUB & ESTATES, UNIT V. according to the plat thereof recorded at Plat Book 37, pages 167 and 168, Public Records of Volusia County, Florida, and landscaped areas within the cul-de-sac right-of-way of SILK OAK COURT, STAGHORN COURT and SAWGRASS LANE shall be maintained by the Sugar Mill Association as part of its overall maintenance program for the Sugar Mill project.
4. All of the property contained within the area of SUGAR MILL COUNTRY CLUB & ESTATES, UNIT VI, recorded at Plat Book 41, pages 61, 62, and 63, Public Records of Volusia County, Florida.
5. All of the property contained within the area of SUGAR MILL COUNTRY CLUB & ESTATES, UNIT VII, being A Partial Replat of SUGAR MILL COUNTRY CLUB AND ESTATES - UNIT HAND UNIT HI being a portion of the JOSEPH BONNELLY GRANT, Section 42 and Government Lots 3 and 4, Section 10, Township 17 South, Range 33 East, Volusia County, Florida, described as follows: Commence at the Southwest corner of Lot 71, as shown on the Partial Replat of SUGAR MILL COUNTRY CLUB AND ESTATES - UNIT HAND UNIT HI, recorded in Plat Book 35, page 145, Public Records of Volusia County, Florida; said point located on the Easterly Right of Way



line of Club House Boulevard as shown on said Replat; thence S  $02^{\circ} 01' 07''$  E., along said Right of Way line, 426.27 feet to a point of curvature of a curve, concave Northwesterly, having a radius of 367.10 feet and a central angle of  $29^{\circ} 04' 50''$ ; thence run Southwesterly 186.32 feet along the arc of said curve to a point on said curve for POINT OF BEGINNING: thence N  $65^{\circ} 00' 00''$  E., 166.83 feet; thence S.  $30^{\circ} 00' 00''$  E., 38.55 feet; thence S.  $80^{\circ} 00' 00''$  E., 247.60 feet; thence N.  $64^{\circ} 00' 00''$  E., 368.83 feet; thence S.  $85^{\circ} 30' 00''$  E., 31.59 feet to a point on a curve, concave Easterly, having a radius of 968.67 feet, said point being located on the Westerly Right of Way line of Sweet Bay Avenue as shown on said Replat of SUGAR MILL COUNTRY CLUB ESTATES - UNIT HARD UNIT HI; thence run along the Westerly and Northerly Right of Way line of Sweet Bay Avenue the following nine (9) courses and distances; from a tangent bearing of S.  $04^{\circ} 30' 00''$  W., run 91.95 feet along the arc of said curve, through a central angle of  $05^{\circ} 26' 20''$  to the point of tangent thereof; thence S.  $00^{\circ} 56' 20''$  E., 100.00 feet to a point of curvature of a curve, concave Northwesterly, having a radius of 165.00 feet and a central angle of  $90^{\circ} 00' 00''$ ; thence run 259.18 feet along the arc of said curve to the point of tangency thereof; thence S.  $89^{\circ} 03' 40''$  W., 318.04 feet to a point of curvature of a curve, concave Northeasterly, having a radius of 165.00 feet and a central angle of  $40^{\circ} 34' 46''$ ; thence run 116.86 feet along the arc of said curve to the point of tangency thereof; thence N.  $50^{\circ} 21' 34''$  W, 100.00 feet to a point of curvature of a curve, concave Southwesterly, having a radius of 437.53 feet and a central angle of  $11^{\circ} 00' 00''$ ; thence run 84.00 feet along the arc of said curve to the point of tangency thereof; thence N.  $61^{\circ} 21' 34''$  W., 41.24 feet to a point of curvature of a curve, having a radius of 25.00 feet and a central angle of  $90^{\circ} 00' 00''$ ; thence run 39.27 feet along the arc of said curve to its intersection with the aforementioned Easterly Right of Way line of Club House Boulevard; said point being a point of reverse curvature of a curve, having a radius of 367.10 feet; thence run 10.12 feet along the arc of said curve and the Easterly Right of Way line of said Club House Boulevard, thru a central angle at  $01^{\circ} 34' 43''$  to the POINT OF BEGINNING.

Containing 4.00 acres more or less.

6. All of the property contained within the area of SUGAR MILL COUNTRY CLUB & ESTATES, UNIT VIII, being a part of the JOSEPH BONNELLY GRANT, Section 42, Township 17 South, Range 33 East, Volusia County, Florida. Described as follows:

Commence at the Northeast corner of Clubhouse Boulevard as shown on the PLAT OF BRAE BURN UNIT /, recorded in Plat Book 35, Pages 5, 6 and 7, Public Records of Volusia County, Florida; thence S.  $38^{\circ} 21' 25''$  W., along the Easterly Right of Way line of Clubhouse Boulevard, 47.19 feet for the POINT OF BEGINNING; thence S.  $51^{\circ} 38' 35''$  E., leaving said Easterly Right of Way line, 39.81 feet to the Westerly Boundary of Sugar Mill Golf Course Parcel C (Blue Nine); thence along the Boundary thereof the following five (5) courses and distances, S.  $14^{\circ} 05' 41''$  W., 439.09 feet; thence S.  $04^{\circ} 00' 33''$  W., 132.11 feet; thence S.  $22^{\circ} 06' 46''$  E., 440.76 feet; thence S.  $30^{\circ} 38' 39''$  W., 100.00 feet; thence S.  $86^{\circ} 17' 30''$  W. 84.42 feet to a point on a curve, concave Easterly, having a radius of 570.00 feet and being on the aforesaid Easterly Right of Way line of Clubhouse Boulevard; thence along said Easterly Right of Way line the following five (5) courses and distances, from a tangent bearing of N.  $19^{\circ} 09' 43''$  W., run Northerly 136.00 feet along the arc of said curve, thru a central angle of  $13040' 14''$  to a point of reverse curvature of a curve, having a radius of 630.00 feet and a central angle of  $12^{\circ} 23' 57''$ ; thence run Northerly 136.33 feet along the arc of said curve to the point of tangency thereof; thence N.  $17^{\circ} 53' 26''$  W., 146.74 feet to a point of curvature of a curve, concave Easterly, having a radius of 670.00 feet and a central angle of  $56^{\circ} 14' 51''$ ; thence run Northerly 657.74 feet along the arc of said curve to the point of tangency thereof; thence N.  $38^{\circ} 21' 25''$  E., 70.34 feet to the POINT OF BEGINNING.

Containing 2.797 acres more or less.

7. All of the property contained within the area of PINE VALLEY, being a portion of the JOSEPH BONNELLY GRANT being Section 42, Township 17 South, Range 33 East, being more particularly described as follows: Beginning at the Northeasterly corner of Lot 9, SUGAR MILL COUNTRY CLUB AND ESTATES SUBDIVISION, UNIT NO. I, as per map recorded in Map Book 29, page 129, of the Public Records of Volusia



County, Florida; thence run North 80°37' 00" West along the Northerly line of said Lot 9 a distance of 113.00 feet to the Northwest corner of said Lot 9; thence South 01°24' 00" West along the Northwesterly line of said Lot 9, a distance of 50.19 feet to a point; thence South 62°00' 00" West along the Northerly line of Lots 10 and 11 a distance of 175.16 feet to a point; thence South 77°00' 00" West along the Northerly line of Lots 12 and 13 a distance of 233.00 feet to a point; thence North 28°12' 00" West along the Easterly edge of a 25 foot utility right-of-way, a distance of 25.00 feet to a point; thence North 07°49' 26" West a distance of 142.08 feet to a point; thence North 41°00' 00" West a distance 230.00 feet to a point; thence North 37°00' 23" West a distance of 559.23 feet to a point; thence North 77°42' 35" East a distance of 559.58 feet to a point in the Westerly right-of-way of Clubhouse Boulevard (an 80 foot right-of-way as now established and recognized); thence South 18° 16' 15" East along said Westerly right-of-way a distance of 94.03 feet to the point of curvature of a curve to the left, said curve having a radius of 462.80 feet and a central angle of 35° 24' 59"; thence Southerly and Easterly along said curve a distance of 286.07 feet to the point of tangency thereof; thence South 53°41' 14" East along said Westerly right-of-way of Clubhouse Blvd. a distance of 294.55 feet to the point of curvature of a curve to the right having a radius of 136.76 feet and a central angle of 63° 47' 14"; thence Southerly and Westerly along said curve a distance of 152.25 feet to the point of tangency thereof; thence South 10°06' 00" West along the Westerly right-of-way of said Clubhouse Blvd. a distance of 111.67 feet to the point of beginning of this description, said parcel containing 10.64 acres.

8. All of the property contained within the area of Lots 1 through 42, and Tracts A through F, both inclusive, BRAE BURN UNIT 1, according to the plat thereof recorded at Map Book 35, pages 5 through 7, Public Records of Volusia County, Florida, including the access/utility easements designated as Oakmont Lane and Turnberry Circle.
9. All of the property contained within the area of Lots 1 through 46, and Tracts A through C, both inclusive of BRAE BURN UNIT 2, according to the plat thereof recorded at Map Book 35, pages 132 through 133, Public Records of Volusia

County, Florida, including the access/utility easements designated as Camoustie Lane and Canterbury Circle.

10. All of the property contained within the area of Lots 1 through 43, and Tracts A and B, both inclusive of BRAE BURN UNIT 3, according to the plat thereof recorded at Map Book 36, pages 1 and 2, Public Records of Volusia County, Florida, including the access/utility easements designated as Glen Eagles Drive and Troon Court.
11. All of the property contained within the area of Lots 1 through 106, and Open Spaces "A" and "B" of ST. ANDREWS, according to the Plat thereof recorded at Plat Book 37, pages 142 through 146, Public Records of Volusia County, Florida, including the access/utility easements designated as St. Andrews Boulevard, St. Andrews Circle and Kilmarnock Court, Invernes Court and Tantallon Court.
12. All of the property contained within the area of Lots 1 through 20, inclusive of SUGAR MILL - UNIT 30, according to the plat thereof recorded at Plat Book 43, pages 8 through 10, Pubic Records of Volusia County, Florida.
13. Begin at the SE corner of Lot 34, SUGAR MILL COUNTRY CLUB & ESTATES, as recorded in Plat Book 29 at Page 129, of the Public Records of Volusia County, Florida; Thence run S 28° E, perpendicular to the Southerly, line of the JOSEPH BONELLY GRANT, 250.0 feet to the North right of way line of Sugar Mill Drive; thence run S 62° W. along said right of way line, 352.80 feet; Thence run N 28° W, 250.0 feet; Thence run N 62° E. along the Southerly line of the JOSEPH BONELLY GRANT, 352.80 feet to the Point of Beginning. Said lands situate, lying and being in Volusia County, Florida and containing 2.0248 Acres. (All the above-described property is referred to, and is the same as, "Parcel A" described in Exhibit "A" at page 2 of the Sugar Mill Declaration of Covenants, Conditions and Restrictions, said Exhibit "A" recorded at Official Records Book 1745, Pages 125 - 126, Public Records of Volusia County, Florida.)
14. Begin at the SW corner of Lot 1, SUGAR MILL COUNTRY CLUB & ESTATES, as recorded in Plat Book 29 at Page 129 of the Public Records of Volusia County, Florida; Thence run N 62° E. along the Southerly line of said Lot 1 and



along the Southerly line of the JOSEPH BONELLY GRANT, 103.93 feet; Thence run S 28°E, 247.02 feet to a point on the Northerly right of way line of Sugar Mill Drive; Thence run Westerly along said right of way line and along a curve concave Northwesterly, having for its elements a radius of 696.41 feet, a central angle of 5°18' 24" and a chord bearing of S 59°20' 48" W. for an arc distance of 64.50 feet to the P.T. of said curve; Thence continue along the aforementioned Northerly right of way line, S 62° W, 39.52 feet; Thence run N 28°W. along the Easterly right of way line of Club House Boulevard, 250.0 feet to the Point of Beginning. Said lands situate, lying and being in Volusia County, Florida and containing 0.5950 Acres. (All the above-described property is referred to, and is the same as, "Parcel B" described in Exhibit "A" at page 2 of the Sugar Mill Declaration of Covenants, Conditions, and Restrictions, said Exhibit "A" recorded at Official Records Book 1745, pages 125 - 126, Public Records of Volusia County, Florida.).

EXHIBIT "B"  
TO ARTICLES OF AMENDMENT  
& RESTATEMENT OF  
DECLARATION OF COVENANTS,  
CONDITIONS & RESTRICTIONS  
OF  
SUGAR MILL DEVELOPMENT

- (a) The area shown as "common area"; "easement drainage & utilities" (at the Southwest corner of the platted area, as modified and reduced in size by the Partial Replat of SUGAR MILL COUNTRY CLUB AND ESTATES - UNIT HAND UNIT HI, as recorded at Plat Book 35, Page 145); "50' drainage easement; and "40' drainage easement" -- on the plat of SUGAR MILL COUNTRY CLUB AND ESTATES-UNIT II, recorded at Plat Book 33, Pages 110-112, Public Records of Volusia County, Florida.
- (b) The area shown as "common area" on the plat of SUGAR MILL COUNTRY CLUB AND ESTATES - UNIT III, recorded at Plat Book 33, Pages 113 - 115, Public Records of Volusia County, Florida.
- (c) The area shown as Tract "A" and Tract "B" on the plat of SUGAR MILL COUNTRY CLUB AND ESTATES - UNIT /V, recorded at Plat Book 35, Pages 134 - 135, Public Records of Volusia County, Florida.
- (d) Begin at the SE corner of Lot 34, SUGAR MILL COUNTRY CLUB & ESTATES, as recorded in Plat Book 29 at Page 129, of the Public Records of Volusia County, Florida; Thence run S 28° E, perpendicular to the Southerly line of the JOSEPH BONELLY GRANT, 250.0 feet to the North right of way line of Sugar Mill Drive; thence run S 62° W. along said right of way line, 352.80 feet; Thence run N 28°'W, 250.0 feet; Thence run N 62°E. along the Southerly line of the JOSEPH BONELLY GRANT, 352.80 feet to the Point of Beginning. Said lands situate, lying and being in Volusia County, Florida and containing 2 0248 Acres. (All the above-described property is referred to, and is the same as, "Parcel A" described in Exhibit "B" at page 2 of the Sugar Mill Declaration of Covenants, Conditions and Restrictions, said Exhibit "B" recorded at Official Records Book 1745, Pages 125 - 126, Public Records of Volusia County, Florida.)



- (e) Begin at the SW corner of Lot 1, SUGAR MILL COUNTRY CLUB & ESTATES, as recorded in Plat Book 29 at Page 129 of the Public Records of Volusia County, Florida; Thence run N 62° E. along the Southerly line of said Lot 1 and along the Southerly line of the JOSEPH BONELLY GRANT, 103.93 feet; Thence run S 28°E, 247.02 feet to a point on the Northerly right of way line of Sugar Mill Drive; Thence run Westerly along said right of way line and along a curve concave Northwesterly, having for its elements a radius of 696.41 feet, a central angle of 5°18' 24" and a chord bearing of S 59°20' 48" W. for an arc distance of 64.50 feet to the P.T. of said curve; Thence continue along the aforementioned Northerly right of way line, S 62°W, 39.52 feet; Thence run N 28" W. along the Easterly right of way line of Club House Boulevard, 250.0 feet to the Point of Beginning. Said lands situate, lying and being in Volusia County, Florida and containing 0.5950 Acres. (All the above-described property is referred to, and is the same as, "Parcel B" described in Exhibit "B" at page 2 of the Sugar Mill Declaration of Covenants, Conditions, and Restrictions, said Exhibit "B" recorded at Official Records Book 1745, pages 125 - 126, Public Records of Volusia County, Florida).
- (f) The area shown as Tract "A" on the plat of SUGAR MILL COUNTRY CLUB & ESTATES- UNIT V, recorded at Plat Book 37, page 167 and 168, Public Records of Volusia County, Florida.
- (g) The area shown as Tract "A", Tract "B" and Tract "C" on the Plat of SUGAR MILL COUNTRY CLUB & ESTATES - UNIT VI, recorded at Plat Book 41, pages 61, 62, and 63, Public Records of Volusia County, Florida.
- (h) Sugar Mill Tract 25. A part of the JOSEPH BONELLY GRANT, of Section 42 and a part of the PEDRO TROPE GRANT, of Section 41, all in Township 17 South, Range 33 East, Volusia County, Florida, containing 14,590 acres of 635,521 square feet more or less, as recorded in Book 5010, Page 1508, Public Records of Volusia County, Florida, less Lots 1 through 24.

**EXHIBIT "C"**  
**LEGAL DESCRIPTION FOR**  
**Woodlands at Sugar Mill, Phase I**

Sugar Mill Tract 25. A part of the JOSEPH BONELLIY GRANT, of Section 42 and a part of the PEDRO TROPE GRANT, of Section 41, all in Township 17 South, Range 33 East, Volusia County, Florida, containing 14.590 acres or 635,521 square feet more or less, as recorded in Book 5010, Page 1508, Public Records of Volusia County, Florida.



EXHIBIT "D"  
LEGAL DESCRIPTION FOR  
SUGAR MILL GARDENS

Lots 99 through 105, inclusive, SUGAR MILL GARDENS, as per plat recorded in Plat Book 54, Page 33, Public Records of Volusia County, Florida.

EXHIBIT "E"  
LEGAL DESCRIPTION FOR  
SUGAR MILL GARDENS RESIDENTIAL

Lots 1 through 98, inclusive, and Tracts D, E, F, G, H, I, J, K and O, SUGAR MILL GARDENS, as per plat recorded in Plat Book 54, Page 33, Public Records of Volusia County, Florida.



**EXHIBIT "F"**  
**DRB RULES, REGULATIONS & GUIDELINES AS OF**  
**MARCH 14<sup>th</sup>, 2011**

**1. PURPOSE**

- 1.1 The Design Review Board (DRB) was established to enhance and protect the environmental and aesthetic quality and economic value of all properties in Sugar Mill.
- 1.2 All actions of the DRB shall be guided by the provisions in the Objectives and Specific Design Requirements sections contained herein, and by the Sugar Mill Declaration of Covenants, Conditions and Restrictions. However, property owners are individually responsible for compliance with the City of New Smyrna Beach Land Development Code and Zoning Ordinances. The Owner should be particularly familiar with Article VII ARCHITECTURAL CONTROL - DESIGN REVIEW BOARD and Article VIII GENERAL RESTRICTIONS - USE AND OCCUPANCY contained in the Sugar Mill Declaration of Covenants, Conditions and Restrictions.
- 1.3 These guidelines have been written to establish and communicate both specific and general criteria used by the DRB in reviewing each home to ensure that its appearance shall be harmonious with but not repetitive of other homes in the same general area, and to accomplish the below listed objectives. Pursuant to Article VH, Section I, all decisions of the DRB are appealable to a majority of the Association's Board of Directors.

**2. OBJECTIVES**

- 2.1 To preserve the natural beauty of site and setting, and to prevent all but essential clearing of property, removal of trees and earthmoving.
- 2.2 To ensure that the location and configuration of structures are visually harmonious with their sites and with surrounding sites and structures, and do not unnecessarily block scenic views from existing buildings nor tend to dominate the developed areas or the natural landscape.

- 2.3 To ensure that the architectural design of structures and their materials and colors are visually harmonious with overall appearance, with surrounding development, with natural land forms and native vegetation.
- 2.4 To ensure that plans for the landscaping of open spaces conform with the regulations prescribed herein, provide visually harmonious settings for structures on the same site and on adjoining and nearby sites, and blend harmoniously with the natural landscape.

### 3. PROCEDURAL COMMENT

- 3.1 The successful execution of the design review function performed by the DRB necessarily requires that a great deal of judgment be exercised. The DRB has been chartered to preserve the quality of the residential environment and to protect property values. Therefore, its judgments are critical to all property owners.
- 3.2 The DRB shall carefully consider the personal tastes and economic constraints of each prospective Homeowner as the DRB reviews each home. But, given the possible serious economic impact even one in harmonious house can have on other homes or property in the neighborhood, the DRB must act in the best interest of the overall community and preserve the value of other houses in the community and the value of the community as a whole through its decisions. Therefore, the DRB may require that a proposed home incorporate major design changes to become an acceptable asset to the community or may not allow a home to be constructed at all. In all cases, the decisions of the DRB are subject to appeal to a majority of the Association's Board of Directors.

### 4. OBTAINING DRB APPROVAL

- 4.1 Read this sub-section thoroughly and have your architect do the same. Read the Sugar Mill Declaration of Covenants, Conditions and Restrictions carefully. Your architect should discuss your



objectives, standards and ideas with a member of the DRB before any specific drawing. It is strongly recommended that the architect visit and investigate the site prior to initial design work.

4.2 Listed in sub-section 5.2 (items 1 through 5) are the required documents to be submitted for a Design Review. Omission of any item on this aforementioned list may result in a substantial delay in review. Two sets of all submittals are required. If schematic non-dimensional sketches of the dwelling are presented in the form of a preliminary submittal for purposes of conveying the concept, a large investment in final working drawings that are leading in the wrong direction may be avoided, and the DRB will be able to make basic comments before the plan has become rigid. Such preliminary submission also helps insure that the intent of the DRB has been understood by the architect.

4.3 Generally, homes in open areas and in other long vistas are not separated from one another by vegetation or topography. Therefore, greater distance may be required between similar homes in these areas in order to prevent the appearance of design repetition and thus to preserve the property values of all homeowners. An additional technique might require varied front yard setbacks.

#### 4. SPECIFIC DESIGN REQUIREMENTS

##### 5.1 General:

5.1.1 Building location, configuration, architectural design, materials and colors, and landscaping shall be harmonious with the overall concept of Sugar Mill. Homes which appear to be tract-type dwellings in character or design shall be discouraged.

5.2 Both preliminary and final submissions shall comprise the following:

- 5.2.1 Site Plan (existing and future elevation contours, roof plan, walks, driveways, swimming pools, setbacks, easements, property lines and trees.) A North arrow shall be shown. Photographs of adjacent homes and relationship to new building must be submitted.
- 5.2.2 Floor Plan (to include locations of trash disposal, utility meters and exterior lighting.)
- 5.2.3 Exterior Elevations (4)
- 5.2.4 Landscape Planting Plans to conform to Firewise Program Guidelines.
- 5.3 Each drawing must have its scale clearly stated. Each drawing must also state lot number, the owner's name, address and telephone numbers, and indicate to which address DRB approval or comment should be sent.
- 5.4 The DRB will review and return the plans within 30 days of submission and, if approved, one set of plans either with or without recommended changes will be returned to the owner (or indicated address). Disapproved plans shall be returned together with such recommendations as would either improve the opportunity for subsequent approval, or otherwise reject the likelihood of such approval. Note that DRB disapproval is appealable to the Association's Board of Directors. In the event that the DRB fails to approve or disapprove any plans and specifications as provided for in the Sugar Mill Declaration of Covenants, Conditions and Restrictions within 30 days after submission thereof, the same shall be deemed to have been approved as submitted, and no further action shall be required.
- 5.5 All changes in plans during construction regarding exterior elements or materials must have the prior written approval of the DRB.
- 5.6 The following list will serve to clarify the requirements of the DRB and to guide the home builder



and his architect in pursuing their design with regard to the criteria by which plans are judged:

#### 5.6.1 Site Plan

5.6.1.1 Grading: Both existing and future contours shall be shown on Site Plan of all Lots. Grading not related to the building access or drainage will be discouraged. The home should be designed to fit its site rather than adjusting the site to fit the home. All grading shall be accomplished in such a manner as to give the appearance of the natural contours.

5.6.1.2 Driveways: The DRB cautions both lot owners and architects to give careful consideration to driveways. Side or rear entrance garages are required, and adequate room for accessing these locations must be provided. When required due to lot size limitations, front entry garages will be permitted.

5.6.1.3 Trees: Indicate on the Site Plan all trees over 6" in caliper (measured four and one-half feet above the ground) and all trees to be removed. Unwarranted tree removal will not be allowed. No existing tree greater than six inches in caliper (measured four and one-half feet above the ground) shall be removed from any lot for any reason except disease or unless said tree directly interferes with the erecting or placing of the Living Unit on said lot.

5.6.1.4 ~~Fences, Walls, Hedges of any Type: No fence or wall of any type exceeding a height of six feet above the finished graded surface of the ground upon which it is located, shall be constructed, placed or maintained~~

~~upon any Lot without the prior written consent and approval of the DRB. No fence of any kind is permitted on the side of any lot abutting the golf course. Invisible electric fences are permitted. No hedge of any type exceeding three feet above the finished graded surface of the ground upon which it is located shall be planted, placed or maintained between the street and the front setback line of any Lot without the prior written consent and approval of the DRB.~~  
Fences, Walls, Hedges of any Type. No hedge of any type exceeding three feet above the finished graded surface of the ground upon which it is located shall be placed or maintained between the street and the front setback line of the Lot without the written consent and approval of the DRB. Fences, Walls, or hedges on the sides or back of the lot may not exceed a height of six feet above the finished graded surface of the ground upon which it is located and may not obstruct a neighbor's view. No fence, wall or hedge shall be constructed, placed or maintained upon any Lot without the written consent and approval of the DRB. Invisible, electric fences are permitted.

- 5.6.1.5 Paved Areas: the Site Plan shall show driveways, walkways, swimming pools, patios and porches and other architectural elements.

## 5.7 Floor Plan

- 5.7.1 Living Area: Note on the floor plan the square footage of interior living space.



5.7.2 Equipment: The basic interest of the DRB in regard to the floor plan lies in the plan's effect on the exterior of the house and, thus, upon the neighborhood. Equipment such as water heaters, generators and compressors must be shown on the floor plan and must be screened from view. This also includes pool equipment.

5.7.3 Trash Containers: Trash container areas and yards will be screened visually and in a manner which will dampen associated noise. This should be accomplished with such vegetation as hedges or similarly dense vegetation. The location of trash containers or trash container enclosures is to be shown on plans.

5.7.4 Meters: Utility meters shall be boxed, enclosed, screened or placed in as inconspicuous a location as possible; and the location of all meters is to be shown on plans.

5.7.5 Exterior Lighting: All exterior lighting must be shown on plans. No flashing or brilliant lights shall be permitted.

#### 5.8 Exterior Elevations:

5.8.1 General: All elevations must be shown. Height above the average grade must be shown. All exterior materials must be noted. Exterior materials should be kept to a maximum of three. Any duplication of elevations of existing houses is discouraged, regardless of location. If a floor plan is to be duplicated, there must be a substantial change shown in elevation including textures, materials,

colors, roof line, and particularly window and door arrangements.

- 5.8.2      Decoration:    False    facades    and imitations will be discouraged. Well-designed homes seldom need to resort to attached decoration for interest. Instead, they are capable of standing alone. Home design and character should be compatible with the surroundings and harmonious with the intent of the neighborhood.
- 5.8.3      Split Levels or Two-Story Homes: Both these styles, because of their height, assume a greater presence in the neighborhood. Thus, it becomes even more essential that they be well-designed.
- 5.8.4      Television and Other Antennae: No radio, television or other aerial, antenna, dish antenna greater than one meter in diameter, tower or transmitting or receiving aerial, or support thereof, shall be erected, installed, placed or maintained upon any Lot, Living Unit or upon any building or structure, except under eaves or entirely within the enclosed portion of the individual dwelling unit or garage; and in no event shall such devices protrude above the highest point of the dwelling situated upon such Lot, or extend from overhang or wall. Provided, however, that the Association may erect towers on the properties for the purpose of providing master antenna service. If such service is provided, it shall be made available to every Living Unit Owner on a reasonable and equitable basis.



5.8.5      Roofs: Roofs, including roof repair, shall be of approved materials. It is desirable that roofs blend with their surroundings. Roof design is considered important and is expected to be well done. Garage and outbuilding roofs must reflect a continuity of design with the dwelling roof itself, and the materials must be the same as used on the house roof. Bright colored roofs should be avoided.

5.8.6.      Mechanical Equipment: No air conditioning units, generators or mechanical components will be located on or at the front of the house or in the front yard. None shall be located on the roof.

#### 5.9 Colors

5.9.1      Color chips must be submitted as the most exact means of indicating colors intended as exterior of dwelling colors. For any future repainting, if not to be done in the same color, color chips must again be submitted to the DRB for approval prior to repainting. This is required in order to sustain continuity in the community. Overly bright colors will not be allowed.

#### 5.10 Detached Buildings

5.10.1      All detached buildings such as garages shall have the same architectural and color treatment as the main house. Plans must be submitted for prior DRB approval on all such additions.

#### 5.11 Signs/Mailboxes/Newspaper Tubes

5.11.1      Signs: The DRB has full jurisdiction over all signs located within Sugar

Mill. In order to standardize signage, a sign has been designed to allow each property owner to advertise his home or lot for sale, lease, or to have his agent so advertise on his behalf, or to allow contractors and builders to advertise their work in such a manner as to not detract from the beauty of the neighborhood. Only one sign per lot is permitted. The approved design may be obtained from the DRB. Signs shall not extend more than three feet above the ground. Signs in windows are prohibited. All signs must conform to the standard regulations or they will be removed without notice.

- 5.11.2 Mailboxes: Street mailboxes and newspaper tubes must be constructed according to the design approved and provided by the DRB.

#### 5.12 Landscaping

- 5.12.1 This section of the criteria deals with the elements of landscaping and exterior elements related to the residential community.
- 5.12.2 Residential landscaping should enhance the beauty and privacy of the dwelling units. However, it is the intent of the community to maintain the greenbelt and common property areas without strict definition of property lines, and it is hoped that the resident owners will adhere to these requests. It is also hoped that the natural ground cover of the land can weave throughout the residential development without being impeded by homesites totally planted in grass, and therefore, without respect for the natural elements of the land.



- 5.12.3 Landscape plans shall be at the scale 1/8" = 1' - 0" and must indicate existing and new plant materials, sod, mulch areas and walk, path and driveway materials. No existing tree greater than six inches in caliper (measured four and one-half feet above the ground) shall be removed from any Lot for any reason except disease, or unless said tree directly interferes with the erecting or placing of the living unit on said Lot.

#### 5.13 Beginning Construction

- 5.13.1 Do not begin construction prior to the DRB's final approval and permits have been issued by the City of New Smyrna.

#### 5.14 Changes After Construction Has Begun

- 5.14.1 Any changes to a dwelling or a site not shown on approved plans after construction has begun, or approval has been granted, must be submitted to the DRB for prior written approval.

#### 5.15 Height Limits

- 5.15.1 No residence structure and no other structure or above-ground improvement on a homesite shall rise more than two stories or thirty-five (35) feet, measured in either case, from the highest grade level adjoining the structure.

#### 5.16 Utilities

- 5.16.1 Wires and conduits for the transmission or distribution of electricity, telephone, and other purposes, public sewers, land drain pipes, water and gas mains, or other pipes shall be placed beneath the

surface of the ground, except that street light standards and similar electrical equipment may be placed upon the surface after the DRB has approved the design, location, and where needed, the proposed screening.

- 5.16.2 Temporary poles used for the transmission of electricity, telephone and other purposes during the original period of dwelling construction may not be erected, placed, installed or maintained on any Lot or portion of the properties after the construction of dwellings has been completed, without the consent and approval of the DRB. Exceptions will be made if the shape of the property will not permit either of these locations.

#### 5.17 Improvements to Existing Homes

- 5.17.1 Upon completion of their residences and with the passage of time, most homeowners are desirous of further improvement of their property.
- 5.17.2 The DRB would like to remind all Homeowners that all such exterior improvements must be submitted to the DRB for its review and written approval prior to execution of construction.

#### 5.18 Golf Course Frontage or Golf View Homes

- 5.18.1 Sugar Mill's golf course is the single most important element in establishing present and future value of homes in the Sugar Mill community.
- 5.18.2 It is essential that both the tactical and aesthetic integrity of the course



be maintained as homes are constructed in proximity to the golf course.

5.18.3 Therefore, golf course frontage, golf views, dwelling location, dwelling types, and the manner in which each relates to the other and to the golf course are necessary considerations for the Design Review Board.

5.18.4 For this reason the DRB specifically reserves the right to approve golf course frontage and golf view homes on a special and individual basis reflecting the DRB's collective judgment as to how the given home should relate to the golf course; and therefore, the DRB may waive general provisions of the architectural review guidelines and impose such additional restrictions as in its judgment it deems necessary. The DRB specifically reserves the right to approve or disapprove all fences proposed for golf frontage or golf view Lots.

5.18.5 The DRB specifically reserves the right to approve or disapprove a proposed clearing that may be permitted within the 25-foot Golf Course Maintenance Easement Area. If approved by the DRB, the clearing will be done by the golf course crew, and them only.

**EXHIBIT "G"**  
**LEGAL DESCRIPTION FOR**  
**SUGAR MILL ESTATES**

A part of the PEDRO TROPE GRANT, containing 5,875,050 square feet or 134.8726 acres more or less, as recorded in Book 6572, Page 4972, Public Records of Volusia County, Florida.

*DESCRIPTION*  
(WRITTEN BY SURVEYOR)

OVERALL DESCRIPTION OF TAX PARCELS 7341-01-01-0010 AND 7302-01-03-0062 DERIVED FROM OFFICIAL RECORDS BOOK 4386, PAGE 1520 AND OFFICIAL RECORDS BOOK 4529, PAGE 3160 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING A PART OF THE PEDRO TROPE GRANT IN SECTION 41, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

BEGIN AT THE NORTHWESTLY CORNER OF THE PEDRO TROPE GRANT; THENCE N62°28'54"E ALONG THE NORTHERLY LINE THEREOF A DISTANCE OF 2589.08 FEET; THENCE S27°44'22"E A DISTANCE OF 2506.04 FEET TO A POINT ON THE NORTHERLY LINE OF A 25 FOOT WIDE RIGHT OF WAY; THENCE S62°05'50"W ALONG SAID NORTHERLY LINE BEING A LINE 25 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF THE PEDRO TROPE GRANT A DISTANCE OF 342.59 FEET TO THE EASTERLY LINE OF LOT 3, BLOCK 2 OF PEDRO TROPE GRANT; THENCE N27°49'59"W ALONG SAID EASTERLY LINE A DISTANCE OF 612.94 FEET TO THE NORTHERLY LINE OF LOTS 2 AND 3, BLOCK 2 OF PEDRO TROPE GRANT; THENCE S61°42'33"W ALONG SAID NORTHERLY LINE A DISTANCE OF 683.87 FEET TO THE WESTERLY LINE OF LOT 2, BLOCK 2 OF PEDRO TROPE GRANT; THENCE S27°44'07"E ALONG SAID WESTERLY LINE A DISTANCE OF 608.44 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE; THENCE S62°05'50"W ALONG SAID NORTHERLY LINE BEING 25 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF THE PEDRO TROPE GRANT A DISTANCE OF 1519.07 FEET TO THE WESTERLY LINE OF SAID PEDRO TROPE GRANT; THENCE N29°17'39"W A DISTANCE OF 1264.69 FEET; THENCE N20°44'56"E A DISTANCE OF 170.69 FEET; THENCE N05°59'14"W A DISTANCE OF 72.91 FEET; THENCE N43°44'01"W A DISTANCE OF 87.90 FEET TO THE WESTERLY LINE OF WOODLANDS AT SUGARMILL ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 49, PAGES 51 AND 52 PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUING ALONG SAID WESTERLY LINE FOR THE NEXT



TWELVE (12) COURSES; (1) N25°30'22"W A DISTANCE OF 151.31 FEET; (2) THENCE N41°25'47"W A DISTANCE OF 229.84 FEET (3) TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 570.00 FEET, A CHORD BEARING OF S35°04'48"W, A CHORD DISTANCE OF 111.04 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°10'46", A DISTANCE OF 111.22 FEET; (4) THENCE N60°30'35"W A DISTANCE OF 60.00 FEET (5) TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 630.00 FEET, A CHORD BEARING OF N35°27'29"E, A CHORD DISTANCE OF 131.01 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°56'10", A DISTANCE OF 131.24 FEET; (6) THENCE N41°25'47"W A DISTANCE OF 89.64 FEET; (7) THENCE S85°23'37"W A DISTANCE OF 74.40 FEET; (8) THENCE N04°08'34"E A DISTANCE OF 104.34 FEET; (9) THENCE N61°31'38"E A DISTANCE OF 76.00 FEET (10) TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET, A CHORD BEARING OF N24°48' 17"E, A CHORD DISTANCE OF 349.84 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°57'20", A DISTANCE OF 357.40 FEET; (11) THENCE N27°29'06"W A DISTANCE OF 100.00 FEET; (12) THENCE S62°30'54"W A DISTANCE OF 395 FEET; THENCE DEPARTING SAID WESTERLY LINE RUN N28°41'18"W A DISTANCE OF 40.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,875.050 SQUARE FEET OR 134.8726 ACRES MORE OR LESS.