

**ARTICLES OF AMENDMENT TO  
AND RESTATEMENT OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE MEADOWS OF SUGAR MILL, INC.**

**THIS AMENDMENT AND RESTATEMENT** is made this 28th day of April, 2014, by **THE MEADOWS OF SUGAR MILL, INC.**, a Florida not-for-profit corporation, (hereinafter referred to as the "Association").

**WITNESSETH**

**WHEREAS**, The Meadows of Sugar Mill consist of those properties referenced in the plat thereof recorded in Plat Book 43, pages 52 through 55, Public Records of Volusia County, Florida; and

**WHEREAS**, heretofore certain covenants, conditions and restrictions of The Meadows Of Sugar Mill have been filed of record at Official Records Book 3438, page 1175 through 1186, Public Records of Volusia County, Florida, and made applicable to the real property described above; and the same subsequently amended and restated at Official Records Book 4404, pages 2303 through 2314, Public Records of Volusia County, Florida; and

**WHEREAS**, the Board of Directors and Lot Owners wish to amend and restate the Declaration of Covenants, Conditions and Restrictions for The Meadows Of Sugar Mill in accordance with the terms and provisions as hereinafter set forth; and

**WHEREAS**, Section 10 of **ARTICLE X**, of the Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 4404, pages 2303 through 2314, Public Records of Volusia County, Florida, entitled "**Amendment**" states "This Declaration may be amended and approved by not less than a simple majority of the Lot Owners"; and

**WHEREAS**, not less than a simple majority of the Lot Owners have approved the following amendments and restatements to the Declaration at a special meeting of the Lot Owners.

**NOW THEREFORE**, the undersigned, on behalf of the Association, hereby adopt the following Amendments to the Declaration and further restate the following Declaration in its entirety as follows:

**ARTICLE I**

**DEFINITIONS**

**Section 1.** The "Association" or "the Meadows of Sugar Mill" shall mean and refer to The Meadows of Sugar Mill, Inc., its successors and assigns.

**Section 2.** "Board of Directors" or "Board" shall mean the Board of Directors of The Meadows of Sugar Mill, Inc.

**Section 3.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Living Unit which is a part of the Properties, but excluding those having such an 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 4. "Properties"** shall mean and refer to that certain real property described above, and any additions thereto pursuant to merger.

**Section 5. "Common Area"** shall mean all real property (including the improvements thereto) owned by The Meadows of Sugar Mill, Inc., for the common use and enjoyment of the owners. The common area consists of Open Spaces designated as Tracts "A" through "H" and Lots 35, 36 and 37, according to the plat thereof recorded at Plat Book 43, pages 52 through 55, Public records of Volusia County, Florida and includes roadways designated as Red Maple Way, Loch Linnhe, Loch Laggan, and Loch Lomond.

**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 Properties designed and intended for use and occupancy as a residence by a single family.

**Section 8. "Member"** shall mean and refer to all Lot or Living Unit owners who are members of The Meadows of Sugar Mill, Inc., as provided in ARTICLE III herein.

**Section 9. "Access/Utility Easements"** shall mean the easements designated on the plat as such, commonly known as The Meadows of Sugar Mill as recorded in Plat Book 43, pages 52-55, inclusive, of the Public Records of Volusia County, Florida. Such easements shall be for the purpose of providing ingress and egress to each lot, and for the purpose of providing utility service to each lot, including (but not limited to) water, sewer, electric power, cable service, natural gas and drainage. Maintenance of Access/Utility easements shall be provided by the Association.

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

- (a) anything 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 any waters in any natural or artificial stream, wash, or drainage channel from, upon, or across any Lot.

## **ARTICLE II**

### **PROPERTY RIGHTS**

**Section 1. Owner's Easements of Enjoyment.** Every owner shall have a 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, subject to the following provisions:

- (a) The right of the Association to suspend the voting rights of a member for any period in which any assessment against a Living Unit or Lot remains unpaid for ninety (90) days.

(b) The right of the Association to suspend a member's right to use of the recreational facilities during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended for infraction of published rules and regulations for a period deemed appropriate by the Board of Directors. Such rights may be suspended only after notice and an opportunity for a hearing pursuant to Section 720.305, Florida Statutes, as amended.

(c) 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 purposes and subject to such conditions as may be agreed to by a simple majority of the Members. No such dedication or transfer shall be effective unless an instrument of such dedication or transfer has been recorded in the Public Records of Volusia County, Florida.

(d) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of acquiring and improving the 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, that person's right of enjoyment to the Common Area and facilities to the members of that person's family, tenants, or contract purchasers who reside on the property. Any Lot Owner may rent/lease his unit for a minimum of three (3) months and must notify the Board of Directors prior to move-in and submit a Security Form filled out by the tenant to the Board of Directors. Any Owner who authorizes a tenant or other person to reside on the Owner's Lot shall provide such tenant or person with a copy of this Declaration of Covenants, Conditions, and Restrictions and the Declaration of the Sugar Mill Association referred to in Article IV hereof and shall obtain the agreement of such tenant or person to comply with the provisions thereof. The Owner shall retain responsibility to the Association and its Members for any compliance failures.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every Owner of a Lot which is subject to assessment shall be a Member of The Meadows of Sugar Mill, Inc. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** The Meadows of Sugar Mill, Inc. shall have one class of voting membership: Members shall be Owners of individual Lots and Living Units, 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 any such 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.

### **ARTICLE IV**

#### **THE SUGAR MILL COMMUNITY**

**Section 1.** The land and improvements herein are also subject to the Sugar Mill Declaration of Covenants, Conditions, and Restrictions recorded at Book 1745, Page 110 of the Public records of Volusia County, Florida, and as amended and restated in Official Records Book 4866, page 1171, Public Records of Volusia County, Florida. All owners of Lots within The Meadows will be Members of The Sugar Mill

Association, Inc., a not-for-profit corporation organized and existing under the laws of the State of Florida. The development of the properties is subject to the Declaration of Covenants, Conditions, and Restrictions described above. The Owners of Lots will be entitled to the benefit of all easements and the use of all common properties described in said Declaration, and will be subject to all covenants, conditions, and restrictions, including the annual assessments and special assessments described therein.

Section 2. In the case of any situation wherein the standards of this Declaration are stricter than or exceed the standards of the Declaration of Covenants, Conditions, and Restrictions for the Sugar Mill Association, Inc., the Declaration of The Meadows of Sugar Mill, Inc. shall control.

## **ARTICLE V**

### **SUGAR MILL COUNTRY CLUB**

Sugar Mill Country Club, Inc. is the owner/operator of the golf course and certain other recreational facilities contiguous to the properties. Lot Owners are not automatically members of the Sugar Mill Country Club; membership in Sugar Mill Country Club is governed by the Sugar Mill Country Club, Inc. and its Bylaws.

## **ARTICLE VI**

### **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following:

(a) annual assessments or charges

(b) special assessments for capital improvements or major expenses, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees incurred in collection, shall be a charge on the land and 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 the Owner of such property at the time when the assessments fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and of the Living Units situated upon the Properties, for the acquisition, improvement, and maintenance of the Common Area, Access/Utility Easements, private roadways, for the maintenance of the Lots and Living Units and for providing cable services. Such assessments levied shall be in the members proportional share of expenses, which share is different among classes or parcels based on the state of development thereof and levels of services received by the applicable members as set forth below.

Section 3. Annual Assessments. The annual assessment for each Lot shall be determined annually by the Board of Directors with reference to the maintenance levels defined in Article VII. The assessments shall be due and payable in four equal installments on the first day of each calendar quarter. No increase in an annual assessment shall be greater than 10% of the previous year's assessment unless the Members

approve a greater increase at a meeting called and held in accordance with the By-laws of the Association and these DCCR's.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any acquisition of Common Area, and construction, reconstruction, repair, or replacement of a capital improvement on the Common Area, or upon any easement for which the Association has maintenance responsibility, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a simple majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or section 4 shall be sent to all members no more than thirty (30) days and not less than ten (10) days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the eligible membership votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. Such subsequent meeting shall be held within sixty (60) days following the preceding meeting.

**Section 6. Date of Commencement of Annual Assessments; Due Dates.** Until there is a Living Unit constructed on a Lot, the assessment for each lot shall be as established by the Board pursuant to this ARTICLE VI. The assessment for a Lot on which a Living Unit has been constructed shall commence on the first day of the month after issuance of a certificate of occupancy or its equivalent for a Living Unit. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot or Living Unit have been paid. A properly executed certificate of the Association as to the status of the assessments on the Lot is binding upon the Association, as of the date of its issuance.

**Section 7. Effect of Nonpayment of Assessments; Remedies of the Corporation.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. A lien shall be signed by any officers of the Association or authorized agent and shall be enforceable in the manner provided under Florida law for foreclosure of mortgage liens. The lien shall secure all assessments, interest, costs, and attorneys' fees incurred by the Association subsequent to filing of the lien. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Living Unit. 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.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage recorded prior to the lien of the Association. The sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot 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; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

## **ARTICLE VII**

### **EXTERIOR MAINTENANCE**

**Section 1. Exterior Maintenance.** In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot and Living Unit which is subject to assessment hereunder as follows: mow, trim, edge, and clip grass, trees (8ft. or less in height), and shrubbery as needed; maintain the lawn sprinkler and irrigation system; water, fertilize, cultivate, and apply insecticides and fungicides to vegetation as needed; maintain and make minor repairs to sidewalks, pathways, and other elements of the exterior landscaping as previously approved by the Association's Board of Directors and the Sugar Mill Association Design Review Board. In addition to the foregoing, the Association shall provide maintenance on the access/utility easements contiguous to each Lot, as shown on the plat, including (but not limited to) maintenance and repair of the surface, curbing, and drainage ways, and maintenance and repair of utility lines which are not the responsibility of the utility company. Maintenance will include Common Areas, the Meadows entrance gate, walls, and guardhouse, interior roads, sidewalks, golf cart paths, mail box shelters, and the golf course fringe area out to the golf course property line. The Association, its employees and agents, shall have access to the Lots and Living Units at reasonable times and upon reasonable notice to perform the foregoing maintenance. No other exterior maintenance shall be performed by the Association. The levels of service members may receive from the Association are as follows:

**LEVEL "A"** — available only to those lots upon which a living unit has been constructed. Includes all exterior maintenance outlined above.

**LEVEL "B"** — available only to those lots that have been cleared and with prior Association approval, have been landscaped, sodded and irrigated, but no improvements have been built thereon. Includes only mow, trim, edge and clip grass, trees and shrubbery as needed; maintain the lawn sprinkler and irrigation system; water, fertilize, cultivate and apply insecticides and fungicides to vegetation as needed.

**LEVEL "C"** — those lots upon which no improvements have been built and which, with prior Association approval, are maintained in a natural state. Level C lots will be cleared of unsightly brush and weeds to the extent deemed appropriate by the Association. The front thereof will be sodded in such a manner as to maintain a continuous green belt of grass around the perimeter of the roadway and sidewalks. Includes only mowing, clipping, fertilizing and irrigation of the green belt grass and weed control of the natural area as needed.

It is the intent of this **ARTICLE VII** that the Association shall be responsible for all matters which directly affect the exterior appearance of the Lots, and the access/utility easements, and that Lot and Living Unit Owners shall be responsible for all other matters. In the event that the need for maintenance or repair of a Lot or Living Unit or the improvements thereon is caused through the willful or negligent acts of the family, guests, or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which the lot is subject. Should a Lot or Living Unit be deemed dilapidated or unsightly due to damage or

neglect of the owner, the Association shall have the option to provide exterior maintenance on said Living Units at any time, and the cost of such exterior maintenance shall be added to and become a part of the assessment to which the lot is subject.

**Section 2. Limitation of Liability.** Notwithstanding any other provision of this Declaration, the liability of the Association under this Article VII shall not exceed the cost of providing maintenance. The Association will not be liable for any injuries or damages arising out of circumstances beyond the control of the Association or for indirect or consequential damages, however caused.

**Section 3. Owner's Responsibility.** Owners shall keep their Lots, Living Units and Structures in a good, neat and orderly condition in accordance with community standards and shall be responsible for any damage to the common area, easements or improvements on Lots caused by the negligence or willful acts of the Owner or Owner's family, members, guests or invitees. Owners shall perform all necessary exterior maintenance of their lots that is not provided by the Association. In the event of a failure by an Owner to fulfill his or her responsibilities, the Association may elect to correct the deficiencies and the costs thus incurred by the Association shall be paid by the Owner promptly on demand or, if not paid promptly, shall be added to and become part of the assessment to which the Lot is subject. Periodic inspections of an Owner's property may be performed by the Association. Any deficiencies shall be notified to the Owner in writing and corrected by the Owner promptly.

## **ARTICLE VIII**

### **ARCHITECTURAL CONTROL**

**Section 1.** In order to have a harmonious scheme of architecture and landscaping, it is the intent of this Declaration that the style, colors, materials, and configuration of the original construction and landscaping of The Meadows be maintained in its original appearance. No owner may make any alteration of any structure or landscaping which materially alters the original appearance of his Lot or Living Unit without prior review by the Architectural Control Committee (ARC) of The Meadows and prior approval of the Association's Board of Directors and the Sugar Mill Association Design Review Board. Nothing in this Article shall be construed to prevent the restoration or rebuilding of an Owner's Living Unit if it has been damaged or destroyed, or increases the cost of its maintenance without prior approval. In such event, however, the restoration or rebuilding of a living Unit must be in harmony with the architectural appearance of The Meadows.

**Section 2.** All plans and specifications for new construction, renovation, or rebuilding, including the landscaping and irrigation plan, must be approved in advance by the Board of Directors of the Association and the Sugar Mill Association Design Review Board. In the event an Owner undertakes any change in the appearance of the Lot or Living Unit or the landscaping and irrigation plan without the prior approval of these bodies, the Owner shall be responsible for all costs of restoration to the original approved state and the costs of enforcing the restoration by legal means, including court costs and attorney fees.

Specifically, this section includes (but is not limited to) the following architectural elements that are necessary in order to assure harmony in the exterior appearance of the Meadows subdivision:

- ☐ Placement and/or orientation of Living Units on Lots
- ☐ Roof colors, texture and appearance
- ☐ Gutter materials and colors
- ☐ Trim and siding materials and colors
- ☐ Window and exterior door types and trim color
- ☐ Screen enclosures and sliding door types and trim color

- ☐ Garage door (side and front entry) designs and colors
- ☐ Driveway designs, materials and colors
- ☐ Location of solar heating panels
- ☐ Walls, fences, and landscaping designs
- ☐ Compliance with minimum square footage of Living Unit
- ☐ Location of satellite reception equipment
- ☐ Raised beds for flowers

Colors shall conform to the following standards:

- |  |                 |
|--|-----------------|
| <input type="checkbox"/> Rough Sawn Cedar clapboard<br>or Hardiboard siding: | Georgetown Gray |
| <input type="checkbox"/> Trim and Exterior Doors:                            | Meadows Blue    |
| <input type="checkbox"/> Driveways:  | Battleship Gray |
| <input type="checkbox"/> Roof shingles (CertainTeed):                        | Harbor Blue     |
| <input type="checkbox"/> Window trim:  | Bronze          |
| <input type="checkbox"/> Screen Enclosure trim:                              | Bronze          |
| <input type="checkbox"/> Screen Enclosure mesh:                              | Charcoal        |

**Section 3.** Unless otherwise approved by the Board of Directors the minimum square footage of new construction shall be 2400 square feet of heated/air conditioned living space, exclusive of garages, entryways, screened and open porches, and patios. Garages shall be of sufficient size to house two full size automobiles and shall have a minimum width of eighteen feet.

**Section 4.** Unsightly externally mounted equipment, including but not limited to air conditioning equipment, hose racks, and swimming pool equipment, shall be screened from public view by shrubbery or fencing. Advance Board of Director's approval is required for the installation and location of solar heating panels, which must be placed towards the rear of the building in a location that does not detract from the appearance of the community.

**Section 5.** No wall or hedge of any type higher than six feet above the finished graded surface of the ground upon which it is located shall be placed or maintained upon any Lot without the prior approval of the Association's Board of Directors. No wall or hedge or any type higher than 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 any Lot without the prior approval of the Association's Board of Directors.

**Section 6.** Should any Lots within the geographical area of The Meadows be deeded to The Meadows Of Sugar Mill, Inc. for recreational or other undefined use, such Lots will be subject to the Covenants, Conditions, and Restrictions of The Meadows Of Sugar Mill, Inc., and any development and improvement shall be approved in advance by the Board of Directors.

**Section 7.** Should any Lots within the geographical area of The Meadows be deeded to the Sugar Mill Country Club, such Lots will be limited to recreational use and will be subject to the Covenants, Conditions, and Restrictions of The Meadows of Sugar Mill, Inc., and any development and improvement shall be approved in advance by the Board of Directors

**Section 8.** No Lot or Living Unit shall be subdivided, split or partitioned by any means whatsoever without the express written consent of the Board of Directors of the Association and the Sugar Mill Association Design Review Board. Likewise, no two or more adjacent lots can be combined without the express written consent of the Board of Directors of the Association and the Sugar Mill Association Design Review Board.



## **ARTICLE IX**

### **CONSTRUCTION -PROJECTS**

**Section 1.** Contractors working on construction projects, either new construction or renovation, shall take precautions to avoid creating a nuisance which might negatively affect the character and appearance of the community or which might cause inconvenience to or jeopardize the safety of the residents of the Meadows.

(a) It shall be the responsibility of the Lot Owner to communicate the following provisions to the builder, and the Lot Owner bears the ultimate responsibility for compliance. The Association reserves the right to correct any problems arising from failure to comply with the foregoing provisions and to assess the Lot Owner any charges which the Association may incur in the process.

(b) Construction sites shall be kept neat and orderly and precautions shall be taken to prevent construction debris from creating an unsightly condition and from impinging on adjacent properties. Construction debris shall be stored securely and shall be removed from the site a minimum of two times per week, unless neatly stored in an approved dumpster. Dumpsters should be removed from work sites as soon as possible and within one week of the completion of the project.

(c) Where clearing and/or filling of lot are required, suitable barriers shall be put in place to prevent loose soil and sand from blowing onto adjacent properties.

(d) Construction trailers, vans and trucks shall not be parked on construction sites or empty lots overnight or on weekends.

(e) Any new construction undertaken on any Lot must be completed within six months of the initial startup date and clearing of the Lot.

(f) Parking of construction-related and workers' vehicles shall be limited to one side of the road so as not to obstruct traffic, visibility, and safety, and such vehicles shall be parked in such manner as to not impede the free flow of vehicular road traffic or pedestrian traffic on pedestrian walkways.

**Section 2.** Owners of individual Lots which have not yet been developed shall be responsible for keeping their property neat and orderly, and shall not permit debris to accumulate which can interfere with maintenance or cause a nuisance or fire hazard in the community. The Association reserves the right to correct any problems arising from failure to comply with the provisions of this Section and to assess the Lot owner for any charges which the Association may incur to correct nonconforming conditions.

## **ARTICLE X**

### **GENERAL PROVISIONS**

**Section 1. Pedestrian and Vehicular traffic.** An easement shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, lanes, and other portions of the Common Area as may be from time to time intended and designated for such purpose and use; and for the vehicular traffic over, through,

and across such portions of the Common Area as may be from time to time paved and intended for such purposes; and such easements shall be for the use and benefit of the Lot and Living Unit Owners and those claiming by, through, or under them to the end that reasonable access to public roadways is assured. Further, the Association may establish and designate certain easements for golf cart and pedestrian pathways across the Common Areas. The manner of use of such easements shall be controlled by the Association. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Common Area except to the extent that space may be specifically designated and assigned for parking purposes.

**Section 2. Vehicle Parking.** Without limiting the use and occupancy restrictions specified by this Declaration or the Declaration of the Sugar Mill Association referred to in Article IV above, no motor vehicle of any sort shall be parked overnight anywhere on the Properties outside an enclosed structure. Extenuating circumstances need to be brought to the compliance committee for approval.

**Section 3. Pets.** The Declaration referred to in Article IV above contains limitations with respect to pets. In addition and without limitations, dogs must be leashed and under the Owner's control at all times when outside a Living Unit. Owners shall promptly pick up and remove any material deposited by their pets.

**Section 4. Encroachments.** In the event that any Living Unit shall encroach on any of the Common Area or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of the encroachment for so long as the encroachment shall exist.

**Section 5. Golf Course Easement.** On each Lot bordering the Sugar Mill Country Club golf course there shall exist a twenty five foot golf course buffer adjacent to the golf course and extending the entire width of the Lot. This buffer zone shall be left as a natural greenbelt and buffer. No construction or plantings are permitted within this easement.

**Section 6. Mergers.** The Association may merge or consolidate with another association for purposes generally the same as contained in this Declaration upon the affirmative vote of two-thirds (2/3) of the Members and as provided in the Association's Articles of Incorporation and Bylaws. Upon such merger or consolidation, the Association's properties, rights and obligations of another association or, alternatively, the properties, rights and obligations of another association shall, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving Association pursuant to the 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 effect any revocation, change, or addition to the covenants established by this declaration within the properties except as herein provided.

**Section 7. Enforcement.** (a) Remedies at law or in equity. Enforcement of these covenants and restrictions may be 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 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. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the member and, if applicable, the members 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.

**Section 8. Severability.** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 9. Duration and Amendment.** The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration was first recorded, at which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended and approved by a simple majority of the Lot Owners at a meeting duly called for that purpose at which a quorum of the members are present, in person or by proxy. Any amendment must be recorded in the Public records of Volusia County, Florida. Notwithstanding the foregoing, the Board of Directors of the Association, without any further action by the members, may amend this declaration for the purpose of curing any ambiguities or inconsistencies among or between the provisions herein, and make reasonable amendments hereto so long as such amendments conform to the general purposes and standards of the declaration and so long as such amendments do not diminish or dilute the rights of the members of the Association in any manner.

**Section 10. 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 689.26, 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 689.26 Florida Statutes.

5<sup>th</sup> IN WITNESS WHEREOF, the undersigned, have hereunto set their hands and seals this  
day of June, 2014.

Signed, Sealed and Delivered  
In Our Presence

THE MEADOWS OF SUGAR MILL, INC.

Lori M. Campbell  
Lori M. Campbell  
(Witness - print name)

BY: John W. Chavers  
Name: JOHN W. CHAVERS  
President

Robert Caldwell  
ROBERT CALDWELL  
(Witness - print name)

ATTEST: Betty J. Brys  
Name: BETTY J. BRYs  
Secretary

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY, that on this 5<sup>th</sup> day of June, 2014, before me personally appeared John W. Chavers, as President and Betty Brys, as Secretary of THE MEADOWS OF SUGAR MILL, INC., a not for profit corporation under the laws of the State of Florida, who are personally known to me or who have produced \_\_\_\_\_ as identification and who executed the foregoing instrument and who acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at New Smyrna Beach, in the County of Volusia, State of Florida, the day and year last aforesaid.

Lori A. Hitchner  
Lori A. Hitchner  
(Notary - print name)  
Notary Public-State of Florida  
Commission No:  
My Commission Expires:



LORI A. HITCHNER  
MY COMMISSION # FF 021758  
EXPIRES: September 28, 2017  
Bonded Thru Budget Notary Services