

The logo is a circular emblem with a yellow sun at the top, a blue sky in the middle, and a green hill at the bottom. In the center of the circle, there are two hands shaking. The text "Sugar Hill Property Owners Association Documents" is overlaid on the logo in a large, bold, black font.

# **Sugar Hill Property Owners Association Documents**

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There are four sections shown in the Table of Content above. Each of the four sections has it's own Table of Content that this index leads you to. Also each page that has the Sugarhill logo has a link that returns you to this page. That link looks like this "Table of Content for All Documents 1".

## **Information about the Transcription And Other Content**

Transcribed to digital format by John Doty from Martin County recorded documents. The transcription of these documents to digital format was done by copy paste from the PDF originals into word processor software that utilizes OCR (optical character recognition) to convert the text lines from the original PDF. Every line is then carefully inspected for possible errors that OCR can make and corrected. At that point the items in the document can be identified for automatic Table of Content and word search in most PDF readers making these documents abundantly more readable and navigable.

Some areas of the documents will reference back to the original documents. This is done where obsolete or superseded information exists such as with the long-gone developer. References to ~~these will be in gray~~. This document is not intended to replace the original Martin County recorded documents.

In the printed paper format some text may seem very large. This is because this document is designed to be useful with many devices such iPhones or other electronic devices that will benefit from the larger text.

### **Recommendations for changes from the 2019-2020-2021 Board of Directors**

Some areas are shown with recommended changes. ~~Text to be removed is shown with strike~~ text showing proposed change is red underlined. (Monochrome printings will show a gray underlined text)

Some items are in brackets [ ]. This indicate corrections such as misspellings or other error corrections in the original documents.

Occasionally items have been highlighted in yellow to indicate items that may cause confusion because of contradictions or unusually vague definition. We recommend all items like these be reviewed with the current board before acting on them.

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# Sugar Hill Property Owners Association

## Declaration of Protective Covenants



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# Table of Content

## Declaration of Protective Covenants

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# Article 1 - Property Subject to this Declaration

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the subdivision known as "Sugar Hill subdivision" as shown on the Plat thereof recorded in Plat Book 7, at Page 78, of the Public Records of Martin County, Florida. *Revision 1 ~ 01/04*

## Article 2 - Definitions

The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings:

- (a) "**Association**" shall mean and refer to Sugar Hill Property Owners Association, Inc., a Florida corporation not for profit.
- (b) "**Developer**" shall mean and refer to M-CARI DEVELOPING, INC., a Florida corporation, its heirs, personal representatives, successors and assigns.
- ( c ) . "**Subdivision**", shall mean and refer to the subdivision known as "Sugar Hill Subdivision" as shown on the Plat.
- (d) "**Plat**" shall mean and refer to the plat of Sugar Hill Subdivision recorded in Plat Book 7, at Page 78, of the Public Records of Martin County, Florida.
- (e) "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot in the Subdivision but shall not refer to or mean any mortgagee unless and until such mortgagee has acquired title to such a lot pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (f) "**Properties**" shall mean and refer to that certain real property herein above described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (g) "**Lot**" shall mean and refer to any plot of land shown upon any recorded Subdivision map of the Properties.

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## Article 3 - (Description)

Whether or not provision therefore is specifically stated in any conveyance made by the Developer of a lot in the Subdivision, the Owner or occupant of each such lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees to all of the provisions of this Declaration of Protective covenants. Further, by acceptance of a conveyance to any of the real property situated in said subdivision or by acquisition of title by operation of law or by inheritance, the Grantee, joint tenants or devisee, as the case may be, expressly agrees that the property so acquired shall be subject to assessment for maintenance of all private streets and roads, road rights-of-way, drainage and storm water retention areas and other reserved areas within the said subdivision.

## Article 4 - Use Restriction

(a) Except as hereinafter provided, each lot in the Subdivision and any lot enlarged or recreated by the shifting of property lines is restricted to the use of a single family, its household servants and guests, exclusively for residential purposes.

A construction shed may be placed on a Lot and remain there temporarily during the course of active construction of a residence; otherwise no trailer, tent, garage, shack, barn or other portable or temporary building may be placed on a Lot at any time. ~~The Developer shall have the privilege, for the period during which it is selling Lots in the Subdivision, of having a sales office and signs in the Subdivision which shall be of a nature suitable to the Subdivision and in conformance with all applicable ordinances.~~

No dwellings shall be occupied in any manner at any time prior to completion. The construction of all dwellings shall proceed diligently.

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(b) **Prior to beginning the construction** of a residence, garage, fence, or other structure, the owner shall submit detailed plans and specifications of the proposed building or structure to the Architectural Control Committee of the Association or the board of directors, for written approval, and no work shall be permitted on the building until such written approval is received and building permit obtained from Martin County. The approval of all structures by the Association will be based on the requirements of these restrictions and on appearance. All homes shall be of rustic architecture and decor, with wood shake or wood shingle roof, or simulated wood shake roof, or a Board of Directors approved standing seam metal roof *(Last item approved by Association 1-16-20)*.

(c) No residence shall be **built on less than one lot** as shown on the Plat, however, that when any purchaser wishes to buy more than one lot in order to erect a larger single one family residential building, this may be done provided that said lots or fractional lots are treated as one and the restrictions applying to a single lot are adhered to.

**No re-subdivision of lots** shall be done which would create a lot with less road frontage or square feet than the average lot as shown on the Plat. No lot shall be re-subdivided for private sale.

(d) No part of the main building of a residence shall be built closer than 25 feet **minimum distance** from the front or the rear property line of the lot or closer than 25 feet to the shoreline of the Jensen Savannas, nor closer to either side property line of the lot than 10 feet minimum distance. A strip of land 25 feet in width and contiguous to the shoreline of the Jensen Savannas shall be maintained in its natural state and no improvements of any nature, except for underground utilities, may be placed or maintained within this buffer zone. The natural vegetation existing within the 25 foot buffer zone strip shall not be disturbed in any manner whatsoever, except for the trimming and pruning of trees and plants.

(e) No trucks, trailers, automobiles or other commercial **vehicles bearing advertisements** are to be stored or parked on residential property or on streets, except when making deliveries. Passenger vehicles, owned by a resident, shall be stored on the resident's lot and not on the street.

(f) The owner of each individual lot shall cause to be installed on each such lot an **exterior post light** of a type and specification as determined and set forth by the Sugar Hill Property owners Association, Inc., at a location upon each such lot 10 feet inside the front lot line as measured from the road right-of-way. Said post light, and the

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installation and maintenance thereof shall be at the lot owner's expense. The hours during which such lights shall be illuminated shall be determined by the Board of Directors of the Sugar Hill Property Owners Association, Inc.

(g) All services, such as gas, telephone, electric power, sewers, cable TV, drains, and water pipes shall be placed **underground** from the property line to the building.

(h) The **minimum size residence** shall contain no less than 2,000 square feet of living area in its main building, exclusive of carports or garages; enclosed or open porches; decks or patios; swimming pool areas, laundry areas, utility areas or other ancillary use areas not located within, or directly accessible to the main living area of the building. Each home shall have a garage or carport with an enclosed area for the storage of yard equipment, bicycles, etc.

(i) No radio, short wave, or television **antenna** over three feet above the highest roof line of the individual residence shall be permitted, unless approved by the Architectural Control Committee of the Association, or the board of directors.

(j) With the exception of one "FOR RENT" or "FOR SALE" **sign** (which shall not be over twenty by twenty-six inches), no advertising signs, billboards, **unsightly objects** or nuisances shall be erected, placed, or permitted to remain on any lot; nor shall the lots be used in any way for any purposes which may endanger the health or unreasonably disturb the owner of any other lot.

(k) **Easements** or servitudes for installation and maintenance of utilities (such as but not limited to, electricity, gas, telephone, water, sewerage, cable TV and drainage) throughout the Subdivision shall be in accordance with the Plat.

(L) No livestock or poultry shall be kept on any of the lots.

(m) Each owner shall construct an **apron** with an asphalt, concrete or other approved similar wearing surface as may be approved by the Architectural Control Committee or the board of directors, at least twenty feet in length extending from the street pavement onto his lot. All such aprons and all driveways shall conform to the contour of the roadway swale where such swales are permitted by the Architectural Control Committee or the board of directors.

(n) Owners shall so design and site homes on their lot so as to cause the least disturbance to the existing, natural topography and to **preserve natural vegetation**, especially trees.

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(o) The invalidation of any one or more of these restrictions by a judgment or court order shall in no way affect any of the other restrictions herein, which other restrictions shall remain in full force and effect.

## Article 5 - Septic Tanks

The Subdivision will not be served by any public or private central sewer system and each lot owner will have the responsibility of installing a septic tank and drain field in accordance with the laws and regulations of the State of Florida and Martin County. No such individual septic tank and drain field shall be installed below elevation 17.5 feet mean sea level.

## Article 6 - Drainage

The elevation and grades of the Subdivision shall not be changed in such a way as to cause flooding of adjoining lands due to loss of support.

## Article 7 - The Association Powers & Duties

Section 1. The Developer has heretofore formed a corporation not-for-profit, Sugar Hill Property Owners Association, Inc., referred to herein as the Association, which shall have the powers and duties hereinafter set forth.

Section 2. The Association shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued ownership, maintenance and operation of the private streets and roads located within the Subdivision, maintenance and improvement of the "Reserved Areas" shown on the Plat and owned by the Association, and maintenance and beautification of road rights of way owned by the Association, and maintenance of drainage and storm water retention areas located within the subdivision. The sum or sums shall include provisions for property taxes and assessments, insurance premiums for hazard insurance, adequate public liability insurance, legal and accounting fees, management fees, operating expenses of the Association, maintenance, repairs and replacements, expenses and liabilities incurred by the corporation in connection with the indemnifications of officers and directors and the creation of reasonable contingency or reserve requirements.

Section 3. The expenses determined by the Association shall be assessed against the Lots in equal proportions [*sic on original document proportions*].

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# Article 8 - Membership and Voting Rights

**Section 1.** Every owner of a lot 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 which is subject to assessment.

**Section 2.** The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B members shall be the Developer and each such Class B membership shall be entitled to three (3) votes for each Lot owned by Developer. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) **three (3) years after the date on which fifty percent of the lots are sold.** [This process has been superseded making this portion of the article obsolete]

**Section 3.** Voting, Rights and Obligations. Each member shall have voting rights, privileges and obligations of membership in the Association as the same are prescribed in the Articles of Incorporation and By-Laws of the Association as they may be constituted from time to time. In the event of any inconsistencies at any time between the provisions of this Declaration of Protective Covenants and the provisions of said Articles and By-Laws, the provisions of this Declaration shall govern.

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# Article 9 - Covenant for Maintenance Assessments

Section 1. **Creation of the Lien.** Each Owner, ~~except the Developer~~, of any lot in the Subdivision by **acceptance of a deed** therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association annual assessments or charges to be fixed, established and collected from time to time as hereinafter provided. The annual assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Section 2. Amount and **Payment of Annual Assessment.** Commencing July 1, 1979, and on the same day of each year thereafter, each Owner, ~~except the Developer~~, shall pay to the Association, on or before such date, the amount of the assessment or assessments, as provided for hereinafter, against his property. The amount of the assessment shall be fixed by the Board of Governors of the Association at least thirty (30) days in advance of said July 1, on which date the assessment shall be due and payable. Written notice of the assessment shall thereupon be sent to every Owner subject to the assessment. Such notice shall be deemed to have been given if it is deposited postage paid in the United States mails addressed to the name or names and address under which the property in question is listed on the records of the Association or in the office of the Martin County Property Appraiser. The amount of the annual assessment may be changed from year to year by the Board of Governors as the needs of the Subdivision, in its judgment, may require. In the event that an Owner acquires title to a lot from the Developer after July 1, of any year, the amount of the assessment against that lot shall be reduced for the year in question (July 1 through June 30) and shall be an amount which bears the same relationship to the annual assessment fixed for that fiscal year as the remaining number of months in that fiscal year bear to twelve. Such reduced assessments shall be due and payable on the date on which Owner acquires title.

Section 3. **Certificate of Payment.** The Association shall upon demand at any time furnish to any Owner a certificate in writing signed by an officer of the Association, setting forth whether any assessments made against his lot or lots have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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Section 4. **Effect of Nonpayment of Assessment;** The Lien Remedies of the Association. If an assessment is not paid on the date when due (being the dates specified in Section 2 hereof), then such assessment shall be considered delinquent. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the rate of eight (8) percent per annum **and the Association may place the assessment in the hands of an attorney for collection** and the Association may bring suit to foreclose the lien in the same manner as mortgages. There shall be added to the amount of such delinquent assessment interest on the assessment as above provided, reasonable attorneys' fees and costs incurred with respect to the enforcement of said lien.

Section 5. **Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of fifty-one (51) percent of the members of the Association entitled to vote, as prescribed in the By-Laws.

Section 6. Subordination of the Lien of Mortgages. The Association may, in its discretion, subordinate in writing, for limited periods of time, the liens of the Association against any lot for the benefit of or better security of a mortgagee.

## Article 10 - Remedies for Violations

In the event of a violation or breach of any of these covenants and restrictions by any person or entity claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer, and the Owners of lots in the subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for money damages. In such event, said Developer and/or Owner or Owners shall be entitled to reasonable attorneys' fees and costs incurred with respect to the enforcement of said covenants and restrictions. In addition to the foregoing right, the Developer shall have the right, whenever there shall have been built on any lot in the Subdivision 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 Owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of

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the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

## Article 11 - Existing Covenants and Restrictions

The developer may include in any contract or deed hereafter made any additional covenants and restrictions.

The Developer may, in his sole discretion, modify, amend, abrogate, add to, or derogate from the covenants and restrictions applicable to the Subdivision; provided, however, that any such additional covenants and restrictions for modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the properties within the Subdivision nor shall affect the rights and powers of any such mortgagee.

## Article 12 - Duration of Covenants and Restrictions

The foregoing covenants and restrictions which shall be binding upon all Owners, their heirs and assigns, shall constitute a servitude upon the lands conveyed in the Subdivision running with the land and shall be deemed for the benefit of all the lands in the Subdivision; and they shall be and remain in full force for a period of thirty (30) years from the date these Protective Covenants are recorded in the public records of Martin County; Florida, Said covenants and restrictions shall, upon the expiration of the thirty (30) year period, be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then Owners of the lots of this Subdivision it is agreed to change them in whole or in part.

## Article 12 - Developer may Assign

The Developer may assign any and all of his rights, powers, obligations and privileges under this instrument to "Sugar Hill Property Owners Association, Inc." or any other corporation, association or person. [This process has been superseded making this article obsolete]

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## Article 14 - All lots Restricted

The foregoing restrictions shall be applicable to all lots in the Subdivision.

# Article 15 - Drainage and Utility Easements

The following drainage and utility easements shall remain in full force and effect with regard to all lots and tracts encompassed in the Plat of SUGAR HILL SUBDIVISION and shall effect those areas set forth.

1. A drainage and utility easement over a strip of land 15 feet wide, the centerline of which is the common lot line **between Lots 8 and 9** as shown on the plat of SUGAR HILL, Plat. Book 7, page 78, Martin County, Florida, public records. Said common lot line bears N. 89°46 '09 n E. according to said plat of SUGAR HILL.
2. A drainage and utility easement over a strip of land 15 feet wide, the centerline of which is the common lot line **between lots 32 and 33** as shown on the plat of SUGAR HILL, Plat Book 7, page 78, Martin County, Florida, public records. Said. common lot line bears N. 0°0'0" E according to said Plat of SUGAR HILL.
3. A drainage and utility easement over a strip of land 10 feet wide, the centerline of which is the common lot line **between lots 39 and 40** as shown on the plat of SUGAR HILL, Plat Book 7, page 78, Martin County, Florida, public records. Said common lot line bears S 60° W. according to said plat of SUGAR HILL.
4. A drainage and utility easement over a strip of land 10 feet wide, the centerline of which is the common lot line **between lots 42 and 43** as shown on the p'Lat of SUGAR HILL, Plat Book 7, page 78, Martin County Florida, public records. Said Common lot line bears S. 60°00'00" W. according to said plat of SUGAR HILL.
5. A drainage and utility easement over a strip of land 10 feet wide, the centerline of which is the common lot line **between lots 45 and 46** as shown on the plat of SUGAR HILL1 Plat Book 71 page 78, Martin County, Florida, public records. Said common lot line bears S. 60°00'0011 W. according to Said plat of SUGAR Hill.
6. A. drainage and utility easement over a strip of land 15 feet wide, the centerline of which is the common lot line **between lots 75 and 76** as shown on the plat of SUGAR HILL, Plat Book 7, page 78, ·Martin County, Florida, public records. Said common lot line bears S.50°19'33"E. according to said plat of SUGAR HILL.
7. A drainage and utility easement over a strip of land 15 feet wide, the centerline of which is the common lot line **between lots 78 and 79** as shown on the plat of SUGAR HILL, Plat Book 7, page 78, Martin County, Florida, public records. Said common lot line bears S.35°23'28"E. according to said plat of SUGAR HILL.

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8. A drainage and utility easement over a strip of land 15 feet wide, the centerline of which is the common lot line **between lots 82 and 83** as shown on the plat of SUGAR HILL, Plat Book 7, page 78, Martin county, Florida, public records. Said common lot line bears S. 57°00 '00 "W according to said plat of SUGAR HILL.
9. A drainage and utility easement over the South 15 feet of **Lots 95, 96 and 97** as shown on the plat of SUGAR HILL, Plat Book 7, page 78, Martin County, Florida, public records.
10. A drainage and utility easement over the South 15 feet of **lot 84** of the plat of SUGAR HILL, Plat Book 7, page 78, Martin County, Florida, public records.
11. Easement for utility purposes ten feet in width running along the rear lot lines of **lots 41 through 56**, both inclusive, and also an easement for utility purposes running along the West boundary line of **Lot 58**, SUGAR HILL, according to the plat recorded in Plat Book 7 at page 78, Martin County, Florida, public records.

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# **Sugar Hill Property Owners Association**

## **Articles of Incorporation**



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We, the undersigned, hereby associate ourselves for the purpose of forming a corporation not for profit under the provisions of Chapter 617 of the Florida Statutes, and do hereby adopt the following Articles of Incorporation for such corporation.

## Article 1 - Name

The name of this corporation shall be SUGAR HILL PROPERTY OWNERS ASSOCIATION, INC., (hereinafter called Association).

## Article 2 - Principal Office

*[obsolete content, see original document.]*

## Article 3 - Resident Agent

*[obsolete content, see original document.]*

## Article 4 - Purpose

This corporation shall not be for the pecuniary gain or profit, direct or indirect, of its members. The general nature or object of the corporation shall be:

- (a) To provide an entity which will hold legal title to the private roads and streets, the drainage and storm water retention areas and to the "Reserved Areas" shown on the plat of Sugar Hill, a subdivision of Martin County, Florida, according to the Plat thereof as recorded in Plat Book 7, page 78, of the public records of Martin County, Florida, (hereinafter referred to as the "subdivision".)
- (b) To provide an entity for the enforcement of the "Declaration of Protective Covenants" for SUGAR HILL SUBDIVISION, said Declaration being recorded in Official Records Book 467, at page 1453, of the public records of Martin County, Florida.

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- (c) Insofar as permitted by law to do any other things that in the opinion of the Board of Directors of the corporation, is necessary for the operation and maintenance of private roads within the said subdivision, operation and maintenance of all drainage and storm water retention areas within the subdivision and the administration and enforcement of the Declaration of Protective covenants affecting the subdivision.
- (d) To have all of the common law and statutory powers of a corporation not for profit under the laws of the State of Florida not in conflict with the terms of these Articles.

## Article 5 - Membership Qualifications, Dues & Assessments

Each person and entity who is an owner of record of the fee simple title to any lot in the subdivision shall automatically be a member of this corporation by virtue of such ownership. A mortgagee of any such lot shall not be a member of this corporation unless and until such mortgagee has acquired title to such lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

Membership dues and assessments may be charged and collected, and provision therefor may be prescribed in the By-Laws of the corporation and by such By-Laws the Board of Directors may be empowered to determine and collect such fees, dues and assessments.

## Article 6 - Term of Existence

This corporation shall have perpetual existence.

## Article 7 - Subscribers

*[Outdated content no longer valid, see original document.]*

## Article 8 - Board of Directors

The business and affairs of the corporation shall be managed by the Board of Directors which shall consist of not less than three (3) persons. The Directors shall be elected at the Annual Meeting of the Members in the manner prescribed by the By-Laws adopted for the corporation.

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## Article 9 - First Board of Directors

*[Outdated content no longer valid, see original document.]*

## Article 10 - Officers

The Officers of the Corporation shall be a President, one or more Vice Presidents, a Treasurer and a Secretary, and such other officers as may be provided in the By-Laws. The officers shall be elected at the Annual Meeting of the Board of Directors.

## Article 11 - First Officers

*[Outdated content no longer valid, see original document.]*

## Article 12 - By-Laws

The original By-Laws of the corporation shall be adopted by a majority vote of the corporation's first Board of Directors present at a meeting at which a majority of the Board of Directors is present.

## Article 13 - Amendments

### to Articles of Incorporation and By-Laws of the Association

These Articles of Incorporation and the By-Laws of the Association may be amended or any part thereof rescinded by a majority vote of the members present or represented by proxy at any annual or special meeting provided that notice of the proposal to amend or rescind said Articles of Incorporation or By-Laws of the Association is sent to the members in accordance with the By-Laws of the corporation.

## Article 14 - Transactions Involving Directors or Officers

No contract or other transaction between the corporation and any other corporation, association, person or firm, in the absence of fraud, shall be invalid, void or voidable because one or more Director or Officers of the corporation shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction. A Director of the corporation may vote on any contract or other transaction between the corporation and any subsidiary, controlled, affiliated or other corporation, association

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or firm without regard to the fact that he is also a Director or officer of such subsidiary, controlled, affiliated or other corporation, association, or firm, and the presence at any meeting of the Board of Directors of any such Director may be counted in order to determine the presence of a quorum.

## Article 15 - Indemnification

Every Director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any civil or criminal proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the corporation, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officers is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may entitled. *[Signatures and Witness content, see original document.]*

# **Sugar Hill Property Owners Association**

**2005**

**Amended By-Laws**



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2005

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# Article I - Name and Location

The name of the corporation is SUGAR HILL PROPERTY OWNERS ASSOCIATION, INC.. The principal address of the corporation shall be located at P.O. 443, Jensen Beach, Florida, 34958-0443, or as required, the address of the current Registered Agent. Meetings of members and directors may be held at such places within the State of Florida, County of Martin, as may be designated by the Board of Directors.

# Article II - Definitions

SECTION 1. "**Association**" shall mean and refer to SUGAR HILL PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

SECTION 2. "**Properties**" shall mean and refer to that certain real property described in the Declaration of Protective Covenants, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "**Subdivision**" shall mean and refer to the subdivision known as "SUGARHILL Subdivision" and SUGARHILL Subdivision First Addition as shown on the Plat.

SECTION 4. "**Common Area**" shall mean all real property owned by the Association for the common use and enjoyment of the owners, including but not limited to the front entrance area, mail box area, private roads, and reserved areas which are referred to as 'A', 'B', and 'C', within the subdivision, as shown on the attached subdivision plan diagram, recorded in Plat Book 8, at Page 78, of the Public Records of Martin County, Florida, as well as shown on the deed as recorded in Plat book 8 at Page 42 of the Public Records of Martin County FL.

SECTION 5. "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

SECTION 6. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot in the Subdivision but shall not refer to or mean any mortgagee unless and until such mortgagee has acquired title to such a lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

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SECTION 7. "**Declaration**" shall mean and refer to the Declaration of Protective Covenants, applicable to the Properties recorded in the office of Clerk of Circuit Court in and for Martin County in Official Records Book 470 at page 1691, public records.

*SECTION 8 Missing from official record. Unknown reason.*

SECTION 9. "**Member**" shall mean all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. A Member is limited to those who appear as owners as recorded in the deed recorded in the public record. A Member shall designate one (if there is more than one owner) to act as a "voting member" for a lot, with the designation filed in Association records.

SECTION 10 "**Articles**" shall mean The Articles of Incorporation dated March 30, 1979, as may be amended from time to time.

## Article III- Meeting of Members

SECTION 1. **Annual Meetings.** The annual meeting of the members shall be held on the last Tuesday of February of each year, at 7:30 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The date and time of this meeting is at the discretion of the Board of Directors due to potential conflict with venue requirements. Note: This is a proposed change At the annual meeting the Treasurer will present the budget approved by the Board for the upcoming year. Also at this meeting will be presented an estimated assessment effective July 1 of that year.

SECTION 2. **Special Meetings.** Special meetings of the members shall normally involve a subject of significant interest to the members of the Association, which requires action outside of the Annual Meeting. Special meetings of the members may be called at any time by the majority plus one (1) vote of all the Board of Directors, or upon written request of one-third (1/3) of the members who are entitled to vote.

SECTION 3. **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice to each member entitled to vote, at least thirty (30) days before such meeting. Such notice shall specify the place, day and hour

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of the meeting, and, the purpose of the meeting, and if required, provide a proxy as per Section 5 of Article III of these amended By-Laws.

**SECTION 4. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented by proxy at any meeting, the members entitled to vote shall have the power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

**SECTION 5. Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and shall contain general or specific power(s). All proxies shall be filed with the secretary prior to or at the meeting. Every proxy shall be revocable by the member for any reason or if the member chooses to vote in person and shall automatically cease upon conveyance of a member's Lot.

**Section 6. Voting.** In order to make effective and to decide an issue or issues at the Annual Meeting or a Special Meeting, a majority of votes cast in person and by proxy shall be required.

## Article IV - Board of Directors: Selection: Term of Office

**SECTION 1. Number.** The affairs of this Association shall be managed by a Board, which shall consist of a minimum of three (3) directors, but not to exceed seven (7) directors, who each must be current members and in good standing with the Association. The seated Board of Directors shall determine the odd number of directors necessary to be elected, as the needs and welfare of the community warrant.

**SECTION 2. Term of Office.** At the annual meeting the members shall elect directors for terms of three (3) years. The terms of the directors elected to the board shall be staggered. At the Annual Meeting following the amendment of these by-laws, the Members will elect a number of directors for one (1) year terms and an appropriate number of directors for two (2) year terms and three (3) year terms according to need in order to achieve staggering of directors and their terms. No director shall serve more than three (3) consecutive terms, which shall include a shortened term if taken over from a previous director who shall have resigned or have been removed from the board during an unexpired term. Should a director serve three (3) consecutive terms,

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that director will be ineligible to seek another term for a period of not less than one (1) year after the end of that director's most recent term.

**SECTION 3. Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association at a special meeting or an annual meeting or by a petition valid under Florida statute, and signed, by a majority of Association members. In the event of death, resignation or removal of a director, the successor shall be elected at a special meeting of the members or at the annual meeting of the Association to serve for the unexpired term of the predecessor.

**SECTION 4. Compensation.** No director shall receive compensation for any service they may render to the Association. However, any director may be reimbursed for reasonable and necessary actual expenses incurred in the performance of duties, such reimbursement request shall be submitted in writing to the board.

## Article V - Nomination and Election of Directors

**SECTION 1. Nomination.** A Nominating Committee, as defined in Article IX of these amended By-laws, shall present candidates for nomination for election to the Board of Directors. Nominations may also be made from the floor at the annual and/or special meeting meeting. The Nominating Committee shall consist of a Chair, who shall be a member of the Board of Directors, and two or more members of the Association who are in good standing in the Association and not currently serving on the board. The Nominating Committee shall consist of community volunteers recruited at the annual and/or special meeting or appointed by the Board of Directors if insufficient volunteers are identified at their first Board meeting following the annual meeting. The Nominating Committee shall meet quarterly unless there is no reason for them to meet. The Nominating Committee shall meet at least 60 days prior to the Annual Meeting or whenever requested to meet by the Board. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may only be made from among members in good standing of the Association. In the absence of sufficient qualified nominees, the board shall place an appropriate number of director candidates on the ballot for the election.

**SECTION 2. Criteria for Directors.** The officers and directors of The Association have a fiduciary responsibility to the members of the association, and as such criteria for recruitment and selection of candidates for officers or directors are as follows:

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1. The nominee must have been an Association Member for at least twelve (12) months prior to the Annual Meeting, and,
2. The nominee must be a member in good standing, and
3. The nominee shall not use the position for personal or financial gain.
4. The nominee shall be willing to serve as an officer for at least one (1) one-year term within their term as a director.

Section 3. **Election.** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

## Article VI - Meetings of Board of Directors

A meeting of the board of directors of an association occurs whenever a quorum of the board gathers to conduct association business. All meetings of the board must be open to all members except for meetings between the board and its attorney with respect to proposed or active litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

SECTION.1. **Regular Meetings.** Regular meetings of the Board of Directors shall normally be held monthly, with notice including the date, time, place and purpose of the meeting to all Association members as required by law. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 2. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than 72 hours notice to each director, or by at least 20 percent of the total voting interests of the Association. Notice of the special meeting shall be given as required by law. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

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SECTION 3. **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act done or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as an (~~the~~) act of the Board.

Section 4. **Meeting Notice** - Notices of all board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency (defined as a catastrophic event as per Florida Title XXXVI, Chapter 617, Section 617.0303, Subsection 5). If notice is not posted in a conspicuous place in the community, notice of each board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency.

Section 5 - **Voting** - Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers. This section also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community. All votes and names of voters of assent or dissent will be recorded in the minutes.

## Article VII - Powers and Duties of the Board of Directors

SECTION 1. **Powers.** The Board Of Directors shall have power to:

- (a) adopt and publish **rules and regulations governing the use of the Common Area** and facilities, the personal conduct of the members and their guests thereon, and to establish appropriate monetary restitution to remedy the effect of damage(s) incurred,
- (b) **suspend the voting rights and right to use of the recreational facilities** of a member 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 after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

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(d) shall have the authority to declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(f) shall have the authority as per the Declaration, Article X, to proceed with reasonable means at law or in equity to compel a compliance with the terms of the Declaration or to prevent the violation or breach of any of them, or for money damages. In such event non-compliance with the Declaration, the failure of the board to enforce any right, reservation, restriction or condition contained in the Declaration, however, long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

SECTION 2. **Duties.** It shall be the duty of the Board of Directors to:

(a) Cause to be kept a **complete record** of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the members who are entitled to vote;

(b) **supervise** all officers, agents, contractors and employees of this Association, and to see that their duties are properly performed;

(c) act as more fully provided in the Declaration, to:

(1) Fix the amount of the **annual assessment** against each Lot at least sixty {60} days in advance of each annual assessment period;

(2) **Mail written notice** of each assessment to every Owner subject thereto at least forty-five {45} days in advance of each annual assessment period; and

(3) **Collect an assessment** not paid within thirty (30) days by means necessary including but not limited to filing a lien; foreclosing the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, an **estoppel certificate** setting forth whether or not any assessment has been paid. A

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reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate **liability and hazard insurance** on property owned by the Association.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area and facilities located in the Common Area to be maintained.

(h) **post minutes** of all Board of Directors regular and special meetings within a reasonable period of time not to exceed forty-five {45} days after the date of the meeting held.

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# Article VIII - Officers and Their Duties

SECTION 1. **Enumeration of Offices.** The officers of this Association shall be a president and vice-president, a secretary, and a treasurer who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

SECTION 2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

SECTION 3. **Term.** The Board shall elect the officers of this Association annually and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

SECTION 4. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 5. **Resignation and/or Removal.** The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. **Vacancies.** A vacancy in any office may be filled by appointment by the Board from currently serving Board members. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 7. **Multiple Offices.** If conditions warrant, the same person may hold the offices of secretary and treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. **Duties.** The duties of the officers are as follows:

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## **PRESIDENT**

(a) The president shall preside at all meetings of the Board of Directors; shall be the Registered Agent, shall see that the affairs, orders and resolutions of the Board are carried out; shall sign all purchase orders or obligations of the Association and other written instruments and shall co-sign all checks in excess of \$1,000.

## **VICE-PRESIDENT**

(b) The vice-president shall act in the place and stead of the president in the absence of the president, inability or refusal to act, and shall exercise and discharge such other duties as may be required of them by the Board.

## **SECRETARY**

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board. On a semi-annual basis the Secretary shall cause to be prepared a report on issues of interest to the Association as well as a statement of income and expense and a balance sheet with comparisons to budget, as provided by the Treasurer and disburse said report within thirty (30) days after the end of the reporting period, to all members of the Association.

## **TREASURER**

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget which shall be reviewed and approved by the Board of Directors and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members with the Annual Meeting notice.

**SECTION 9 - Delegation of Authority** - No director shall have the authority to commit the Association for any transaction exceeding \$500 without the signature of another officer. To the extent the commitment may exceed \$1000 the commitment must be approved in advance by a resolution of the Board of Directors.

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# Article IX - Committees

SECTION 1 **The Nominating Committee** in addition to the nomination of candidates for the Board of Directors, as provided in ARTICLE V of these amended by-laws shall seek out qualified volunteer candidates for the Architectural Control Committee (ACC). The Nominating Committee shall present to the Board and the Board shall review and by resolution appoint the required number of members to the ACC. Appointment(s) to other committees, as deemed appropriate by the amended By-laws shall be done by the Board of Directors carrying out its purpose(s).

SECTION 2. **Criteria for ACC members.** The members of the ACC have a responsibility to the members of the Association, and as such criteria for recruitment and selection of candidates for the ACC are as follows:

- (a) The nominee must have been an Association Member for at least twelve (12) months prior to the Annual Meeting, and,
- (b) The nominee must be a member in good standing, and
- (c) The nominee shall not use the position for personal or financial gain.
- (d) The nominee shall not be a current Board member.

SECTION 3. **Number.** The ACC shall consist of a minimum of five (5) members but not to exceed nine (9) members, who each must be current members and in good standing with the Association. The seated ACC shall determine the odd number of members necessary to be elected, as the needs and welfare of the community warrant.

SECTION 4 **Term of Office.** The Board shall name ACC members for terms of three (3) years. The terms of the members named to the ACC shall be staggered.

SECTION 5. **Removal.** Any member may be removed from the ACC with or without cause, by a majority vote of the members of the Association at a special meeting or an annual meeting or by a petition valid under Florida statute, and signed, by a majority of Association members. In the event of death, resignation or removal of a member, the successor shall be named at a regular or special meeting of the Board to serve for the unexpired term of the predecessor.

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SECTION 6. **Compensation.** No member shall receive compensation for any service they may render to the Association. However, any member may be reimbursed for reasonable and necessary actual expenses incurred in the performance of duties, such reimbursement request shall be submitted in writing to the ACC Chair and then be submitted to the Board.

SECTION 7. **ACC Process.** Prior to the start of new house construction, additions/remodeling (to include porches, pools, screen enclosures, patios), re-painting, re-roofing, re-siding, fencing, retaining walls, driveway re-paving, or landscaping changes as defined by the ACC guidelines, as approved by the Association) the Association Member shall have accomplished the following:

- (a) The Member shall submit and have approved in writing by the ACC or the board of directors, a detailed set of plans and specifications for the project, and,
- (b) The Member shall have been issued an approved building permit from Martin County, and,
- (c) The Member shall have posted the required bond with the Association as required by ACC guidelines, rules and Regulations.

SECTION 8 Sequence of Events When there is a **disagreement Between a Member and the ACC** - Should a member have a disagreement with a decision of the ACC, the Member shall have the right to appear before the Board at a regular or special meeting to plead their case. **The Board is empowered to uphold or overturn the position of the ACC for compelling reasons in the sole judgment of the Board.**

SECTION 9 If the Member is in **disagreement with the Board** decision the Member shall have the right to direct the Board to call a special meeting of the Members pursuant to ARTICLE III, Section 2, Section 3, Section 4, and Section 5 and the board shall be required to call a special meeting. Depending on the extent of these proceedings, whatever decision is rendered either by the Board or the Association, there shall be issued a letter indicating the body's decision to the ACC and the Member.

SECTION 10 In the event there is a disagreement between the ACC and the Board following the approval by the ACC of a member's plans and specifications, there shall be every effort made by all parties to reach an accord prior to seeking a decision by the members at a special meeting with a single line-item agenda to be called by the Board pursuant to ARTICLE III.

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## Article X - Books and Records

**SECTION 1 Books and Records** The books, records and papers of the Association shall at all times, during reasonable business hours with 72 hours of the request, be subject to inspection by any member. The Declaration, the Articles of Incorporation, the By-Laws of the Association, Architectural Control Committee Guidelines, and, other major guidelines, rules and regulations as issued by the Board of Directors of the Association from time to time, shall be made available within 72 hours of the request, and in all instances, for inspection by any member at the principal office of the Association as determined and announced at the annual meeting, where copies may be purchased at reasonable cost.

**SECTION 2 - Association Papers** - All efforts will be made to provide as soon as practicable (Within 30 days) after the change of ownership of a lot, The Association will provide a copy of the Articles of Incorporation, Amended By-Laws, Declaration of Protective Covenants and Architectural Control Committee Guidelines, South Florida Water Management District Permit No. 4300111 S and, other guidelines, rules and regulations to the new member at the expense of The Association.

**SECTION 3 - Community Directory** - The Association shall cause to have created and maintained a community directory, which shall include all member information based on each member's rights of confidentiality. This Directory will also be included in a package of documents, which shall be delivered to a new member with the documents referred to in Section II above and on the same timely basis.

## Article XI - Assessments

**SECTION 1 - General** - As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight (8) percent per annum, **and the Association may bring an action at law against the Owner personally obligated to pay the same** or to foreclose the lien against the property, in accordance with ARTICLE VII, Section 2 of these amended By-Laws, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such

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assessment. · No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of their Lot.

SECTION 2 - The **annual assessment** may not be levied at a board meeting unless notice of the meeting includes a statement that the annual assessment will be considered.

## Article XII - Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: SUGAR HILL PROPERTY OWNERS ASSOCIATION, INC. Corporate Seal. The seal shall be kept in safe keeping by the Secretary at a location as determined by the Board.

## Article XIII - Amendments

SECTION 1 - **By-Laws Review Committee** - Every organization has the responsibility to assure that its By-Laws are current and reflect the purpose and objectives of their organization as well as current law. Accordingly, The Association by Board resolution shall create and appoint a By-Laws Review Committee at least every five(5) years or sooner as directed by the Board. The committee will review the current By-Laws and, if deemed necessary, make recommendations for amendment to the Board and after review by Counsel shall then be submitted to the Association pursuant to ARTICLE XIII, Section 2.

SECTION 2. **Majority To Amend** - These By-Laws may be amended, at a regular or special meeting of the members, by a **simple majority** vote of the members entitled to cast in person or of proxies entitled to cast.

SECTION 3. In the case of any conflict between the Articles of Incorporation and these By-Laws, the **Articles shall control**; and in the case of any conflict between the Declaration and these By-Laws, the **Declaration shall control**.

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## Article XIV - Miscellaneous

The **fiscal year of the Association** shall begin on the first day of July and end on the 30th of June of every year, except that the first fiscal year shall begin on the date of incorporation.

### CERTIFICATION

The undersigned Secretary of Sugar Hill Property Owners Association, INC does hereby certify that a majority of the members of the Association pursuant to Article XIII at the Annual Meeting held February 24, 2004.

*[For Signatures and Witness content, see original document.]*



## Article XIV - Resolutions

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUGAR HILL PROPERTY OWNERS ASSOCIATION, INC., ESTABLISHING **PROCEDURES FOR RECORDING OF BOARD AND COMMITTEE MEETINGS**

WHEREAS, the Sugar Hill Declaration of Protective Covenants, (the "Declaration") named the undersigned Association responsible for operation of the community, specifically including enforcement of its rules and regulations on matters of common interest to it's residents; and

WHEREAS, Section 720.306(10) of the Florida Statutes states that "The board of directors may adopt reasonable rules governing electronic recording o f meetings o f the board and the membership;"

NOW, THEREFORE, be it resolved by the Board of Directors as follows:

A member wishing to make an audio or video recording of any meeting of the Board of Directors, a Committee, or the Membership may do so under the following conditions:

- Prior to opening the meeting, all in attendance will be advised that the recording is taking place.
- If a video recording is to be made, the recording member must restrict the visual portion of the recording to the Board or Committee members conducting the meeting. No video recording of other attending members may be made without their express written permission.
- No tape recording or videotaping of any meeting shall interfere with or obstruct the meeting and no equipment shall obstruct any unit owner's view, hearing or access to the meeting.
- If practical, all audio and video equipment shall be assembled and placed not closer than ten (10) feet from the table at which the Board is seated.
- No microphones or other recording devices may be placed upon the table at which the Board is seated.
- An accurate and unedited copy of any and all recordings shall be provided to the Association within 10 business days of the creation of any recording(s).

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- The Association shall hold intellectual property ownership of, and copyright of all recordings made, and display or distribution beyond members of the Association is prohibited unless permission is granted in writing by the Association Board of Directors.

- Anyone violating these rules shall immediately cease all recording of the meeting, and if a person fails to agree to do so, they may be ejected from the meeting.

IN WITNESS WHEREOF the Board of Directors of the Association, Inc. has adopted this Resolution on this 6th day of Sept, 2011. *[For Signatures and Witness content, see original document.]*

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# **Sugar Hill Property Owners Association**

## **Architectural Control Documents**



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# Sugar Hill Architectural Control Committee

## Rules and Regulations (Original)

*[Items highlighted in yellow are vague and often in conflict with other items. Please review these items with a board member for clarity before acting on these items. This statement is not a part of the original documents.]*

1. Lot owners shall **submit two {2} copies of plans and specifications** to the Architectural Control Committee or the board of directors for review. The Committee shall have not less than 10 days within which to review and approve or disapprove the plans and specifications.
2. If plans and specifications are approved, the **approval** shall be endorsed on both copies of plans and specifications and signed by a designated member of the committee or the board of directors. One set shall be returned to the applicant and one set retained by the committee or the board of directors to assure compliance therewith as approved.
3. Should the Architectural Control Committee or the board of directors **reject plans** and specifications submitted by an applicant, the plans and specifications shall be returned to the applicant with a statement setting forth the reasons for rejection.
4. The Architectural Control Committee or the board of directors is **empowered to reject** plans or specifications or both for non-compliance with restrictive covenants, for non-conformity with the prevailing neighborhood appearance, for other aesthetic reasons, or for reasons of safety or community welfare, or for any combination of the foregoing.
5. Upon approval of plans and specifications and commencement of construction, applicants shall complete same within six (6) months thereafter, except as such completion may be prevented by war, strikes or Acts of God.

*[For Signatures and Witness content, see original document.]*

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# Resolution(s)

At the regular monthly meeting of the Board of Directors of the sugar Hill Property Owners Association, Incorporated, held June 7, 1995 in Jensen Beach, Florida, the following Resolution was adopted:

RESOLVED:

1. That pursuant to the authority in Article IV of the Amended Declaration of Protective Covenants covering all of sugar Hill subdivision, recorded in Official Record Book 470, Pages 1691 - 1700, Public Records of Martin county, Florida, the amended Rules and Regulations of the Architectural control Committee of the Sugar Hill Property Owners Association, Incorporated, attached hereto, be adopted to govern the actions of the Architectural committee of the Sugar Hill Property Owners Association, Incorporated;
2. That a copy of this Resolution and the associated amended Rules and Regulations of the Architectural control Committee of the Sugar Hill Property Owners Association, Incorporated, be made a part of the minutes of the meeting;
3. That a copy of this Resolution together with a copy of the Architectural Control Committee Rules and Regulations be recorded in the Public Records of Martin County, Florida.

*[For Signatures and Witness content, see original document.]*

6-26-1995

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# Rules and Regulations (Later 6-26-1995)

*[Items highlighted in yellow are vague and often in conflict with other items. Please review these items with a board member for clarity before acting on these items. This statement is not a part of the original documents.]*

The sugar Hill Property owners Association, Inc. welcomes you to our community and would like to make you aware of the Architectural Control Committee's role in Sugar Hill.

The Architectural Control Committee was created in accordance with Article IX of the By-Laws of the Sugar Hill Property owners Association, Inc. It is chartered by Article 4b of the Declaration of Protective Covenants of the Sugar Hill Property Owners Association, Inc., with preserving the unique and rustic nature of the community of Sugar Hill and with upholding the requirements of the Declaration Of Protective covenants and Deed Restrictions of the Sugar Hill Subdivision to assure protection of all the property owner's investments.

Under the authority of the Board of Directors of The Sugar Hill Property owners Association, Inc., the Architectural Control Committee is empowered to reject plans or specifications or both for non-compliance with the Declaration of Protective Covenants, for non-conformity with the prevailing neighborhood appearance, for other aesthetic reasons, for reasons of safety or community welfare or for any combination of the foregoing.

To make the process of approving your plans go as easily and quickly as possible, we request that you supply all of the information listed in this document. The cooperation of each and every one of us will result in a community of which we may all be proud.

Exterior colors and materials approvals are based on the requirement that homes be of a rustic nature. Please contact the Architectural Control Committee or the board of directors for examples of currently approved colors and materials.

The Architectural Control Committee is well aware of the fact that new products constantly appear on the market. If you have a material which you consider equivalent to, or an upgrade from those currently approved, please feel free to submit them to the Architectural Control Committee or the board of directors for possible approval.

The Protective Covenants do not address every detail required to be incorporated in submitted plans. Therefore, the Architectural Control Committee makes the following requirements, detailing and explaining more thoroughly the intent of the covenants and

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the Deed Restrictions of the Sugar Hill Subdivision. These guidelines apply to construction of new residences as well as to modifications to existing residences.

1. Residences are restricted to the use of a single family for residential purposes only.
2. Residences must be a minimum of 2000 square feet of actual living area in the main building.
3. The minimum required finished floor elevation of all homes is 17.5 feet NGVD.
4. The elevation of the driveway swale of the culvert inlet and outlet must be established by consulting with the Architectural Control Committee so as to maintain positive drainage throughout the entire project.
5. Automobile garages must accommodate at least two automobiles and be completely enclosed with a garage door.
6. Any intended fences or other external structures must be shown on your plans and approved by the Architectural Control Committee or the board of directors.
7. Radio or television antennas may not be higher than three feet above the roof line without the specific approval of the Architectural control committee or the board of directors.
8. No temporary or portable structures such as trailers, tents, shacks or barns are permitted.
9. The accurate location of both the septic tank and drain field area and the well must be indicated on your site plan so there will be no conflicts with the well and septic tank on adjacent property and to protect existing natural vegetation. Information regarding neighboring properties is found on the "perc" test and in county records.
10. A landscape plan must be submitted with your house plans. Due to problems in the past, we must emphasize Article 4n of the Protective covenants in relation to siting of your home so as to cause the least disturbance to the existing vegetation. Destruction of existing vegetation is restricted and must be specifically approved by the Architectural Control committee or the board of directors. The clearing of your property is considered as part of the construction process and is strictly prohibited until all the requirements of these guidelines have been met and the written approval of the Architectural control committee or the board of directors has been granted.

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11. All external equipment such as water pump, well head, pressure tank, water conditioner, air conditioning compressors, sprinkler pumps, etc. must be surrounded by decorative fencing or landscaping, approved by the Architectural Control Committee or the board of directors, to shield the equipment from direct view from the road or adjacent property.
12. All setbacks as specified in Article 4d of the Protective Covenants and your specific deed restrictions as shown on your plat, must be observed, with special attention paid to those regarding the savannas Shoreline Buffer Zone. Martin county authorities will require that any damage to Savannas Reserve areas must be restored to the original state.
13. Due to the unique topography of Sugar Hill, your site plan must indicate the existing grades and any proposed grades. Grade elevation changes must be clearly indicated on your site plan.
14. All homes must have a lamp post on their property located approximately 5 to 10 feet off the roadway and adjacent to the driveway (Article 4f). Indicate the location of your lamp post on your site plan. All lamp posts must be operated by photocell to assure that lamps are lighted throughout the night. All other freestanding lamp posts on the site must be of the same design as the standard lamp post unless otherwise approved by the Architectural Control Committee or the board of directors. For safety purposes, the street number of your home must be prominently displayed on the lamp post. If needed, the Association will provide the name of a supplier for the lamp fixtures.
15. In reference to Article 4b and the requirements that your home be of a rustic nature, please submit the following:
  - A. Two complete sets of plans and specifications. One set of plans will be kept on file by the Architectural Control Committee or the board of directors, and the other set will be returned to you when they have been marked 'approved' by the Architectural Control Committee or the board of directors.  
The plans and specifications must indicate the materials, colors and finishes of the following:
    1. Window frames (plain aluminum frames are not acceptable).
    2. Garage doors, front doors, gable vents, etc.

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3. **Roofing material.** Must be cedar wood shake, wood shingle or an approved equivalent or a board of directors approved standing seam metal roof.
  4. Roof valley flashing. Must be either copper (preferred) or painted to match the roof.
  5. Drip edge flashing. Must be painted to match the trim.
  6. Pool, pool deck and pool enclosure siting and details.
  7. All homes must be finished with wood covering or siding regardless of the underlying construction materials.
- B. Samples of the paint and stain colors to be used on your siding, trim, windows, garage doors, front doors, stucco, etc., paint and stain colors will be of natural earth tones to blend the residence into the native landscape of Sugar Hill. The Architectural Control Committee or the board of directors must approve all colors used on the exterior of your home or other structures.
- C. Samples of brick or decorative stone to be used. The use of imitation brick or stone will not be approved.
- D. Any exposed concrete block must be covered with stucco. The use of stucco must be limited to these exposed concrete block areas.

All approved samples will be retained by the Architectural control Committee or the board of directors for reference in the event of a dispute.

Architectural plans often change during construction. Before proceeding with any changes you must contact the Architectural Control Committee or the board of directors for approval. The Architectural Control Committee and the board of directors is aware that a fast response to these requests is essential and will respond quickly as possible.

Prior to and during construction of your residence you need to be aware of the following items:

16. You are responsible for all actions taken by any contractors, sub- contractors or other workman employed to perform work on your residence or property in Sugar Hill and you are individually liable for any actions that are in violation of the Declaration of Protective Covenants or these guidelines.

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17. As the property owner you are directly responsible for repairing or for paying the cost of repairing any damage to roads, structures, swales, shrubbery, utilities, lawns or grading on any property caused by your contractors, subcontractors, material-men or others connected with the construction of your residence.
18. Due to the number of young children living in Sugar Hill, the speed limit of 20 MPH will be strictly enforced. It is your responsibility to inform all of your contractors, service persons or guests using the roads in Sugar Hill of this speed limit and the importance of complying with it.
19. Any temporary sanitation facilities must be located on and well into your property, at least 30 feet from the road edge and well hidden from sight from the road and from adjacent properties. All construction debris must be stored in appropriate containers or enclosures and must be removed in a timely fashion.
20. Construction must continue in a timely fashion once it has been started and must be completed within six months from the date Martin County Building Permits are issued, unless otherwise approved by the Board of Directors. This includes the completion of driveways and landscaping. Failure to do so could cause action under Article 10 of the Declaration of Protective covenants.
21. You will be required to sign a 'Letter of Intent to Comply with Plans and Specifications as Approved by the Architectural Control Committee or the board of directors before a 'Letter of Approval' will be granted by the Architectural Control Committee or the board of directors.
22. You will be required to post a Performance Bond to assure the completion of the construction, improvements and landscaping in accordance with the plans and specifications approved by the Architectural Control Committee or the board of directors.

Any additions or alterations to present structures or landscaping, or the addition of swimming pools, work shops, fences etc. must also have the written approval of the Architectural Control Committee or the board of directors. All of the guidelines must be followed, including the posting of a Performance Bond. The amounts of the Performance Bonds for new construction, additions and swimming pools, are as follows:

New residence	\$5,000
Modifications or additions over 1000 square feet	\$2,000

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Modifications or additions, 500 to 1000 square feet	\$1,000
Modifications or additions, 0 to 500 square feet	\$500
Swimming pools	\$1,000

Upon completion of your residence, including driveways and landscaping, and prior to applying for your Certificate of Occupancy from the county, an inspection of your property must be made by the Architectural Control Committee or the board of directors. When it is found that your residence has been completed according to the plans and specifications and approved by the Architectural Control Committee or the board of directors, your Performance Bond will be returned.

All dues, assessments, fees, etc. due the sugar Hill Property Owners Association, Inc. must be current before a 'Letter of Approval' by the Architectural Control Committee or the board of directors can be issued for the construction of any new residence or swimming pools, addition to any present structure(s) , or the implementation of major landscaping or grading modifications.

If you have any questions regarding these guidelines, the Declaration of Protective Covenants or the Deed Restrictions of the sugar Hill Subdivision, please feel free to call on any member of the Board of Directors or the Architectural Control Committee. We will do our best to assist you in making the construction of your new residence a pleasant and rewarding experience.

Sincerely yours, Board of Directors,

Sugar Hill Property owners Association, Inc.

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## Section III Operating Procedures

The Architectural Control Committee (ACC) shall derive its power from Article N of the Declaration of Protective Covenants and Article IX of the By-Laws of the Sugar Hill Property Owners Association, Inc.

The ACC or the board of directors shall review requests, plans, specifications, etc. for new construction and for modification of and additions to existing construction to ensure conformance with the Declaration of Protective Covenants, the ACC Rules and Regulations, and the South Florida Surface Water Management Permit No. 43-00111-S. This will include all structures on any property, all grading and landscape details and with special regard to the removal or modifications to existing natural vegetation.

### 1. Membership

The ACC should consist of at least five (5) members. A majority of the number of members shall constitute a quorum and a quorum is required to conduct business.

### 2. Duties

The ACC should appoint a chairman and a secretary. The chairman is responsible for developing a meeting agenda, conducting the meeting, reporting to the BOD, and communications with property owners. The secretary is responsible for meeting notes, reports, and correspondence.

### 3. Meetings

The ACC will normally meet the last Monday of the month. Meeting minutes will be taken and retained in the ACC files with an information copy given to the BOD. Copies of all correspondence regarding decisions and approvals/denials will be kept on file.

### 4. Submittals

Submittals by lot/home owners should be made at least a week prior to the meeting so that the request can be placed on the agenda in order of priority.

All requests, plans, and specifications should be in writing.

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Lot owners shall submit two (2) copies of plans and specifications to the Architectural Control Committee or the board of directors for review.

All request will be considered at the next monthly meeting of the ACC provided that there is time for such consideration available on the agenda.

No request for action, approval, or opinion should be considered by, or commented on, by any individual member(s) of the ACC unless they are gathered in a properly noticed public meeting.

Any member of the ACC may accept a request for action or approval. However, the only appropriate comment will be: "We will take this up at the next meeting of the ACC, and we will respond as soon as possible."

If the requester feels that further input is needed, the ACC member should advise that he/she may appear at the meeting to present and further explain their request and present samples.

The ACC member accepting the request bears the responsibility of alerting all other members, ensuring that the item is on the agenda., and providing members with the documentation received. If the request requires advance information and/or preparation on the part of ACC members, then the member accepting the request is also responsible for advising the other members in sufficient time to allow such preparation.

## 5. ACC Review Procedures

If a request clearly meets the standards of the Covenants and ACC Rules and Regulations, then the ACC may approve it without further input from the BOD. If the request in any way deviates from these guidelines, and the ACC feels the request should be approved, then the ACC must submit the request to the BOD along with a recommendation. In a case where BOD review is required, the ACC will inform the requester that it has turned the matter over to the BOD for consideration and should not give the requestor the ACC position or make any other comments.

Approval requires the signature of a majority of members of the ACC or the board of directors. Approval may be given via fax or e-mail. Members not approving or abstaining must sign and indicate their status.

The denial or approval, with any conditions attached thereto, will be itemized in a letter from the ACC or the board of directors. A copy of this letter will be kept in the ACC

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files. In addition, the original submittal, plans, drawings and/or specifications will also be retained.

Preliminary plans or sketches submitted with a request for review must be noted "Reviewed only, see ACC letter for recommendations," dated, and signed by all reviewing members of the ACC or the board of directors as either approved, not approved, or abstaining.

Approval of final plans must be signed, dated and noted "Final approval subject to attached letter." The letter will include any conditions of the approval.

The ACC or the board of directors will identify all approved plans and specifications as approved and will keep a copy of these items on file. Samples of all approved colors and unique materials will also be retained. All of these items will be marked to show the lot No. and date of the approval.

The owner will be informed that any member of the ACC or the board of directors may perform reasonable periodic inspections to ensure compliance with conditions, or other provisions of construction approval.

The owner may be required to submit invoices for products to verify that the product ordered and used is the same as the product approved.

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# Product Review Request Form

(To be filled out by the submitter)

## *Property Owner*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Lot: \_\_\_\_\_ Phone: \_\_\_\_\_

## *Category*

Roofing: \_\_\_\_\_

Siding: \_\_\_\_\_

Landscape: \_\_\_\_\_

Other: \_\_\_\_\_

*Samples Attached*      ☐ Yes    ☐ No

## *Locations Where Product May Be Viewed*

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# Material Evaluation Guidelines

(To be filled out by the ACC or the board of directors)

**Composition:**

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**Appearance and Aesthetics:**

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**Quality:**

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**Durability:** (weather, insect, and/or fire resistance)

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**Product History:** (Length of time on market, performance over time, Mfg's warranty)

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**Installation Guidelines:**

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**Other:**

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# Letter of Intent to Comply

With Plans and Specifications as Approved by the Architectural Control Committee (ACC) or the board of directors

I, \_\_\_\_\_ and \_\_\_\_\_ owner(s) of lot # \_\_\_\_\_ in the Sugar Hill subdivision, agree to:

*Please check appropriate category.*

- ☐ Construct a new residence
- ☐ Add to or remodel an existing residence
- ☐ Pave or re-pave a driveway
- ☐ Install fencing or a landscape retaining wall
- ☐ Alter or install landscaping
- ☐ Add a new patio, pool, porch, or screen enclosure
- ☐ Repaint, re-roof, or re-side an existing house

With these plans and specifications as approved by the Architectural Control Committee (ACC) or the board of directors, I further agree that any changes in materials, construction, and design will not be made without the expressed written consent of the ACC or the board of directors.

I certify that I have read and clearly understand the Declaration of Protective Covenants, the By-Laws of the SHPOA, and the ACC checklist. I further certify that I will abide by the portions of documents applicable to this request. I recognize and acknowledge that failure to comply could result in forfeiture of bond money and cause legal action to be brought against me to cause compliance with these documents as well as for the reimbursement of any legal fees incurred by the SHPOA in this matter.

I also recognize and acknowledge that I am responsible for any and all actions taken by any contractors, sub-contractors, or other workmen performing work on my residence or property in Sugar Hill.

Property Owner(s): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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## Section IV Product Review Procedures

The Architectural Control Committee (ACC) or the board of directors periodically reviews building and landscape materials to ensure property owners a reasonable choice of quality products that adhere to the Sugar Hill covenants and guidelines.

Anyone requesting a material review must fill out a "Product Review Request" available from the ACC secretary or the board of directors. The person making the request must provide samples of the material. The ACC or the board of directors may further request specific sample quantities, sizes, colors, and/or features. Three address locations where material has been used must also be supplied.

The ACC or the board of directors examines the request at the regular monthly meeting ~~which is held the last Monday of the month~~. The committee will then post a notice of this request and will make an initial determination at the next scheduled ACC or the board of directors meeting. A "Material Evaluation Guidelines" form will be filled out by the ACC or the board of directors.

A report and a recommendation will be sent to the Board of Directors (BOD) who then can approve or reject the ACC's recommendation.

The submitter will be notified that the ACC is forwarding a recommendation to the BOD and will be advised that only the BOD can officially approve any new material. The BOD is responsible for informing the Association members of newly approved products.


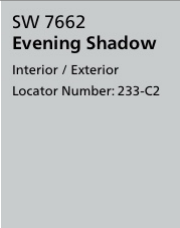



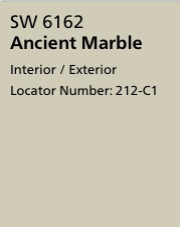
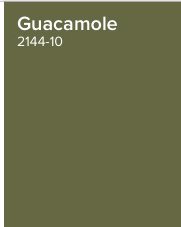
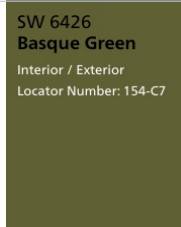


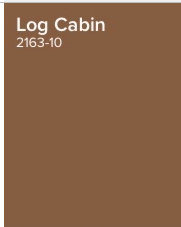

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## Section V Exterior Paint Colors

While there is no absolute and exact list of colors that are approved for use in Sugar Hill, there is an understanding within the community of the colors that are acceptable.

The exterior paint colors will be in the gray, green, or brown spectrum. Because of the virtually unlimited minor color variations that may fall within an acceptable range, we chose to define the extremes of the color range. Paint or stain should be flat, satin, or semi-gloss. The following show acceptable ranges of each color.

Color	Lightest Shade Benjamin Moore	Sherwin Williams	Darkest Shade Benjamin Moore	Sherwin Williams
Gray	 White Water 2120-60 Benjamin Moore	 SW 7662 Evening Shadow Interior / Exterior Locator Number: 233-C2	 Smoke Gray 2120-40 Benjamin Moore	 SW 6235 Foggy Day Interior / Exterior Locator Number: 222-C5
Green	 Soft Fern 2144-40 Benjamin Moore	 SW 6162 Ancient Marble Interior / Exterior Locator Number: 212-C1	 Guacamole 2144-10 Benjamin Moore	 SW 6426 Basque Green Interior / Exterior Locator Number: 154-C7
Brown	 Burlap 2163-50 Benjamin Moore	 SW 6058 Likeable Sand Interior / Exterior Locator Number: 195-C2	 Log Cabin 2163-10 Benjamin Moore	 SW 6096 Jute Brown Interior / Exterior Locator Number: 200-C6

*[The Sherwin Williams colors have been added for convenience. They are not a part of the original document. They do not match the Benjamin Moore colors perfectly but they are as close as possible. The Benjamin Moore colors are the original document colors]*

Reference to a specific manufacturer's color, merely serves to identify the color and not to endorse the brand. Even within the paint color ranges, not all shades will blend with brick or stone, and not all color combinations will be acceptable. In all cases, the ACC will make the final decision as to the acceptability of a color, or the combination of colors.

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## Section VI Landscape Design Guidelines New & Existing

The Architectural Control Committee (ACC) and the board of directors is committed to preserving Sugar Hill's unique natural beauty.

The owners shall so design and site homes on their lot so as to cause the least disturbance to the existing, natural topography and to preserve natural vegetation, especially trees.

As stated in our operating procedures, the ACC or the board of directors shall review requests and plans for landscape details with special regard to the removal or modification to existing natural vegetation.

Submittals should be made in accordance with the "Submission for Approval" requirements document.

The ACC guiding principles in evaluating landscape submittals are:

### 1. Street View

The area visible from the street should consist of primarily native vegetation. The ACC is committed to preserving a look that reflects Sugar Hill. That look is a reflection of our location between the coastal ridge (sand hills) and the sand pine scrub. Plants native to this area include pines, oaks, myrtle, holly, and saw palmetto.

### 2. Prohibited Plants

The following non-native invasive species of trees and plants shall not be permitted to be planted. Where such species already exist, their removal shall be a condition of development approval.

- Australian Pine
- Brazilian Pepper
- Carrotwood
- Cat-claw Mimosa
- Ear-leaf Acacia
- Eucalyptus
- Ficus Trees
- Melaleuca
- Silk Oak

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### 3. Vegetation Buffer

Vegetation should be used to buffer adjoining houses. Vegetative landscape screens shall be required to form a solid visual screen at time of planting. A continuous visual screen shall be located along the entire length of all common boundaries. It shall be at least six (6) feet in height and shall incorporate existing natural vegetation to the fullest extent possible. When the existing vegetation is inadequate to function as a visual screen, it shall be augmented by two staggered rows of shrub material which will provide such a screen at maturity. All shrub material shall be a minimum height of 30 inches, have a minimum crown width of 24 inches when planted, and shall be a species capable of achieving a height of six (6) feet at maturity.

### 4. Tree Requirements

The caliper of any existing native hardwood tree, native pine, or native palm must be maintained. Then number of required replacement tree credits are doubled, if protected trees are removed without ACC or the board of directors permission. As a condition for approval of removal of a protected tree, a satisfactory plan must be presented by the submitter for the successful replacement of trees removed, based on the schedule at the end of this section.

To these ends, the ACC or the board of directors recommends that you consult a landscape architect or designer and that you provide him/her with a copy of these guidelines and a copy of the "Submission for Approval of Landscaping" or the "Submission for Approval of New House Construction" documents.

Height (feet)	Diameter (inches)
12-14	3
10-12	2
8-10	1-1/2

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# Architectural Control Committee

## Landscape Design Guidelines

### Tree Removal/Replacement Requirements

Diameter of Tree Removed (Inches)	Minimum Replacement Tree Credits	Diameter (caliper) of Tree Replanted	Number of Tree Credits
31-36	8	For each 3" tree	2 tree credits
25-30	6	For each 4" tree	3 tree credits
19-24	5	For each 5" tree	5 tree credits
13-18	4	For each 6" tree	7 tree credits
7-12	3		
3-6	2		

### Minimum Size of Replacement Tree

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# Section IX Architectural Control Checklist

## 1. General.

- ☐ Houses shall be for single family, residential use with a minimum of 2,000 square feet of actual living area and a minimum finished floor elevation of 17.5 feet MSL
- ☐ Garages must accommodate at least two automobiles, be completely enclosed and have a garage door.
- ☐ All unattached external structures must be approved and conform to these requirements.

## 2. Site Work.

- ☐ A building setback of 25 feet from the front or the rear property line and 10 feet from either side property line will be maintained.
- ☐ Savannas Shoreline Buffer Zone of 25 feet inland from the surveyed limit line may not be disturbed in any manner.
- ☐ Siting of home and landscaping must be done to cause the least disturbance to the existing natural vegetation.
- ☐ Natural vegetation buffer between adjacent homes is required to be maintained.
- ☐ ACC or the board of directors approval and a Martin County permit must be obtained before lots may be cleared for building construction.
- ☐ During the construction process, tape markers must identify areas to be preserved.
- ☐ Lot grading or elevations shall not be changed to cause flooding of any other lots.

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- ☐ Lots with drainage grates must ensure that grass and grading are maintained to ensure drainage flow.
- ☐ Lots must be cleared of all Brilzilian [sic:Brazilian] Pepper, Melaleuca, and all other invasive trees.
- ☐ Boats and motor homes stored on the property must be shielded from direct view from the road and adjacent properties.

### 3. Driveways.

- ☐ Driveway must be asphalt, concrete, or other similar wearing surface and shall extend at least twenty feet from the street onto the lot.
- ☐ Driveways shall conform to the contour of the roadway swale and promote swale drainage.
- ☐ Driveway grade must be such that vehicles will not damage the road surface when entering or exiting.

### 4. Siding.

- ☐ House siding materials must be wood or Hardiplank [sic:Hardieplank®] Select Cedar Mill lap siding 6" or 7" reveal.
- ☐ Brick or decorative stone may be used sparingly and may not be imitation material.
- ☐ Exposed concrete block must be limited to the foundation or retaining walls and must be covered with stucco. The use of stucco must be limited to these exposed concrete block areas.

### 5. Roofs.

- ☐ Roofs must be cedar wood shake, wood shingle, CedarLite, or PioneerSouthern Shake.
- ☐ Drip edge flashing must be painted to match the trim

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## 6. Paint.

- ☐ All exterior paint colors will be in accordance with the "ACC Exterior Paint Colors" guidelines.

## 7. Window Frames.

- ☐ Window frames must be an approved color (plain aluminum are not permitted).

## 8. Antennas.

- ☐ Antennas may not be higher than three feet above the roofline.

## 9. Docks and Sea Walls.

- ☐ Docks and sea walls are not permitted.

## 10. External Equipment.

- ☐ All external equipment such as water pump, well head, pressure tank, water conditioner, air conditioning compressors, sprinkler pumps, etc. must be surrounded by decorative fencing or landscaping to shield the equipment from direct view from the road or adjacent property.

## 11. Exterior Lighting.

- ☐ Exterior lighting shall not disturb the owner of any other lot nor any persons driving on the roads.

## 12. Fences.

- ☐ Fences are only permitted, with approval, in rear of the lot and must be shielded from view.

## 13. Lamp Posts.

- ☐ Lamp posts must be ACC or the board of directors approved standard design located 5 to 10 feet off the roadway and adjacent to the driveway.
- ☐ The fixture will be ACC or the board of directors approved and be operated by photocell. Street number must be prominently displayed on the lamp post.

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## 14. Landscaping.

- ☐ Please refer to the attached "ACC Landscape Design Guidelines"
- ☐ Landscaping within the road right of way must be maintained and cleared as to not obstruct vehicles moving on the roadway.

## 15. Pool Enclosure.

- ☐ Pool enclosure must be bronze colored aluminum or painted/stained wood.

## 16. Signs.

- ☐ The only signs permitted to be displayed are one (1) "FOR RENT" or "FOR SALE" sign not to exceed 20 X 26 inches, chemical lawn treatment, or security protection.

## 17. Utilities.

- ☐ All utilities shall be placed underground from the property line to the house.

## 18. Construction Process.

- ☐ Construction of dwellings shall proceed diligently. New home construction will not exceed one (1) year.
- ☐ During construction, temporary sanitation facilities must be located on, and well into your property I at least 30 feet from the road edge and well hidden from sight from the road and from adjacent properties.
- ☐ A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence; otherwise no trailer, tent, garage, shack, barn or other portable or temporary building may be placed on a Lot at any time.

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19. Performance Bond

□ The amounts of the performance bond for construction is as follows:

New residence	\$5,000
Modifications or additions over 1000 square feet	\$2,000
Modifications or additions, 500 to 1000 square feet	\$1,000
Modifications or additions, 0 to 500 aquare feet	\$500
Swimming pools	\$1,000

Acknowledged \_\_\_\_\_  
*Lot / Home Owner(s)*

# Section X Inspection Schedule

## 1. Submittal.

Upon submittal of any request involving site work (addition, driveway, etc.) one or more members of the committee will make a site inspection prior to any approval being granted.

## 2. Approval.

If approval is given, inspection of site will [be] made to ensure that proper protection of vegetation, adjoining property, road, and swale are in place. This inspection will be made with the property owner and his general contractor.

## 3. Grading.

After grading, and prior to start of construction, an inspection will be made to ensure that controls are in place, and no damage has occurred. Inspector will insure that there is adequate off-street parking for subs and workers.

## 4. Foundation/Slab.

After foundation and/or slab is in place, an inspection will be made to ensure that controls are in place, and to document any damage that has occurred. The ACC or the board of directors may require a copy of the surveyors certification of footprint.

## 5. Wall.

Wall inspection after rough framing and/or block as to ensure that plan elevations are maintained.

## 6. Roof.

Roof inspection after trusses or rafters are installed, to ensure that pitches and overhangs shown on plans are maintained.

## 7. Siding.

Siding inspection will be conducted after delivery of materials, but prior to installation.

## 8. Roofing.

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Roofing inspection will be conducted after delivery of materials, but prior to installation. This is to ensure that approved type and color of materials are correct.

## **9. Final Inspection.**

Final inspection will be conducted to ensure that paint colors are as approved; that architectural details conform to plans; that landscaping conforms to approved plans, and that there is no damage to Sugarhill property.

## **10. Written Log.**

A written log will be kept. Log will contain dates of inspections, names of inspectors, and comments.

*[Notation from 2019 Board of Directors: 15 years ago when this Section X was developed Martin County Building Department may not have had as rigorous an inspection system as it is today. We believe most of the items in this section are well inspected regularly by the permit inspectors during the normal course of construction in Martin County. It should not be the job of Sugarhill Board of Directors or any of their committees to redundantly reproduce inspections being done successfully by Martin County.]*