

WELCOME TO SUGARMILL PLANTATION!!!

SugarMill Plantation is a Planned Unit Development (PUD) of residential subdivisions. These include Millers Trace, New Savannah, Macintosh Landing, Old Mill Bluff, Hunter's Point, Mill Creek, Matthews Ridge and Madison Square.

Specific covenants are in place that provide for a Owner's Association that is charged with the responsibility of maintaining the common and recreation areas, and to ensure compliance with the covenants. The Owners Association has engaged Bennett Management Corporation to manage the affairs of the association.

Covenants, Restrictions, common areas, the pool, picnic area, and recreational fields, all are in place to ensure the homeowner that SugarMill Plantation is an enjoyable, safe place to live and to attempt to protect the value of each home.

This manual seeks to condense the SugarMill Plantation Declaration of Covenants, Conditions, Restrictions and Easements, into an abbreviated version. You probably have a copy of the covenants that were handed to you at closing when you purchased your home. If not and you desire a copy, you may order one from Bennett Management Corporation. The copy cost is \$3.50 each or you can download one from the web.

Please feel free to call Bennett Management Corporation anytime you have a question or a problem.

SugarMill Plantation Owners Association
c/o Bennett Management Corporation
PO Box 6004
St. Marys, GA 31558
PHONE 912-729-1278
Website - www.sugarmillplantation.org

1. Annual Assessment/Dues

Homeowner dues are set annually at the Homeowners annual meeting. The Association provides a payment book as a convenience. Failure to receive the booklet does not relieve the homeowner's obligation to pay. Payment should be mailed, addressed to SugarMill Plantation Owners Association c/o Bennett Management Corporation, P.O. Box 6004, St. Marys, GA 31558

ARTICLE IV

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the Owners and residents of the Common Property, for the operation and administration of the Association, for the support of certain common facilities providing services to the Owners and for such other purposes as are set forth in the Declaration.

Section 4. Special Assessments for Capital Improvements. In addition to the annual Assessments authorized above, the association may levy, in any assessment year, a Special Assessment applicable to 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 Common Property, including fixtures and personal property related thereto, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members, unless the Special Assessment is required due to the inadequacy of the insurance proceeds to cover the cost of repair to Common Property (See Article IX, Section 1). Currently monthly dues are \$25.00.

2. Delinquent Dues

For the association to function properly it must receive the assessments in a timely manner. It is the practice of the association to aggressively pursue collection of all delinquent dues.

ARTICLE IV

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any Annual Assessment not paid within (30) days after the due date shall bear interest from the due date at the rate of fifteen (15%) per annum or the then applicable highest rate of interest permitted by the VA. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. In connection with any enforcement proceeding, the Association shall be entitled to recover, in addition to any outstanding Assessment and interest therein, it's attorney's fees and all costs. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his unit.

ARTICLE XII

Section 6. Attorney Fees. It is specifically acknowledged that in the event that any action is taken by any party authorized herein to enforce this Declaration, the prevailing party shall be entitled to receipt of its attorney's fees and court costs. Wherever in the Declaration there is a section providing for the payment of attorney's fees, such provision shall include attorney's fees incurred prior to or during any litigation of the matter or on appeal.

ARTICLE IV

Section 1. Creation of the Lien and personal obligation of Assessments. The Declarant for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) Annual Assessments or charges, (b) Special Assessments for capital improvements as set forth in Section 4 of this Article, for maintenance set forth in Section 16 of this Article and in Article Vi, Section 3 and for repairs as set forth in Article IX, section 3 and (c) SugarMill Common Facilities Assessment (as hereinafter defined), such assessments to be established and collected hereinafter provided (annual Assessments are jointly referred to herein as "Assessments"). The Assessments, together with, interest, costs, and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuous lien upon the Unit against which each such assessments made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

It is desirable that the Association should never be required to resort to Collection efforts such as property liens, suits, foreclosures, etc.

3. COMMON PROPERTY

ARTICLE I

Section 4. "Common Property" shall mean and refer to all real property, which is owned by the Association and designated in the deed as "Common Property" and such improvements thereon as are specifically conveyed to the Association, The term "common property" shall also include any personal property acquired by the Association, if the personal property is designated as 'Common Property' as well as certain easements conveyed to the Association.

4. USE Restrictions

Certain restrictions as to use of any property in SugarMill are in place to protect the property value and enhance the common enjoyment of the individual property owners. Please consider the following:

Each home is constructed in accordance with architectural standards. Any variance requires approval before work is commenced. If a homeowner wishes to paint, alter, add to, or modify any structure or lot, the appropriate committee must grant a variance. Forms to apply for a variance are available at the Management office and the website.

Usually a completed form, along with a sketch of the proposed changes on a copy of the plat of the dwelling is sufficient for the committee to consider.

Examples of approval needed, are privacy fences, gates, additional driveways, color change, tree removal, TV dish, outside buildings or any Structural change in the dwelling.

ARTICLE V

Section 3. Subsection (a) Antennae, No aerial antenna, satellite dish or similar device shall be placed or erected upon any Unit or Lot or affixed in any manner to the exterior of any building on such lot.

Section 3. Subsection (e). No signs, except for one "For Sale" or For Rent" sign, no greater than 3 square feet, may be placed on any lot or any Unit,

Section 3. Subsection (f). Games and Play Structures. All play structures, including basketball backboards, shall be located at the rear of the Lot or Unit, or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the Unit constructed on the Lot, nor shall any such structure exceed six feet in height and such structure must have prior approval of the RACC. It is specifically acknowledged that in reviewing such plans for any raised structure, the RACC shall assure that any use of such raised structure does not result in violation of the privacy of adjacent Owners. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

Section 3, Subsection (h). Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and completely screened from view except during pickup, if required to be placed at the curb. The Association or Subdivision Association will be entitled to specify the type of trash container to be used by each Owner, and to contract for trash removal for all of the property or for specific areas within the Property.

ARTICLE VI.

Section 1. Residential Uses. Units and Lots shall be used for residential living purposes and for no other purpose, and no business or commercial use may take place on any Unit or Lot and no business may be conducted on any part thereof.

Section 4. Off- Street Motor Vehicles. No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives. Without limiting the Association's right to collect and assess fines in other instances, it is specially acknowledged that Owners may be fined for each violation of this provision, by themselves, their families, guests, tenants and invitees. Violations will result in automatic fines of \$25.00 for the first offense, \$50.00 for the second offense and \$100.00 for each subsequent offense.

Section 8. Commercial Trucks, Trailers and Boats. In order to maintain the standards of the Property with respect to residential appearance, no vehicles of any kind including, without limitation, commercial trucks, trailers, recreational vehicles or

boats shall be permitted to be parked or to be stored on blocks or maintained outside of an enclosed garage.

Every homeowner desires value protection. A home situated in an attractive neighborhood has more potential for resale than does one in a poorly maintained community. All Covenants and Restrictions, in place for the SugarMill community, clearly attempt to create such an environment.

Trashcans are often perceived as a necessary evil yet we cannot imagine the mess we would have without them. While they represent an acceptable method to dispose of material we no longer need or want it is felt that they should not be displayed in a place of prominence on our property. Many homeowners store the receptacle in their respective garage while others have chosen to erect lattice screens, planters, and in some cases fences to screen the cans from daily view. Each homeowner is encouraged to provide a place out of sight to store the can. The benefit to the appearance of the neighborhood will be obvious.

5. YARD Maintenance

The covenants and restrictions are recorded and a matter of public record. They set out certain minimum requirements for yard care.

An attractive, neat appearance of each home makes SugarMill Plantation a desirable place to live, thus protecting the value of individual homes. The Homeowners Association through the Management Company monitors the condition of individual homes and yards.

SugarMill boasts many attractive well-landscaped yards. That high standard speaks well of the individual homeowners. Unfortunately, there are a few isolated homes that are not adequately maintained. The association intends to protect the rights of those in compliance.

ARTICLE VI

Section 3 Maintenance Required and Failure to Maintain. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot. The Owner shall maintain the exterior of his Unit and any buildings and improvements on his Lot in good and workman like manner, and shall present a neat and clean appearance upon the Lot and the Unit. In the event that any Owner fails or refuses to keep his lot free of weeds, underbrush, refuse piles, debris or other unsightly growths or objects, or to keep the buildings or improvements on his lot in a good workmanlike manner, or in a neat and clean appearance, after giving written notice of the Association's intent to do so and the Owner's failure to act within three (3) days from receipt of notice, the Board may authorize its agents to enter upon the Lot and perform any necessary maintenance at the expense of the owner, and such entry will not be deemed a trespass.

The Supplemental Declarations of each subdivision provides for the following:

Section 3 (f) Vehicular Access - Access by motor vehicles shall not be permitted except as provided by a concrete driveway which shall connect to the dwelling from the roads within this subdivision and not to connect roads outside the subdivision.

Accordingly, it is not permitted to drive onto or park an automobile on any lot other than the driveway of a residence.

ARTICLE IV

Section 16. Special Assessments for Failure to Maintain. In the event that an Owner fails to maintain his Unit as required herein, the Association shall give written notice specifying such failure to the Owner and if the Owner fails to correct such unperformed maintenance within ten (10) days from the Associations written notice, the Association may perform such maintenance and the cost of such shall constitute a Special Assessment for which a claim of lien may be filed.

6. Lakes, Pool, Picnic Area

The lakes are owned by and maintained by the Association. Fishing is permitted and the lakes are stocked. Please note the following:

ARTICLE XI

Section 5. Use Restrictions and Covenants. In connection with the use of any lakes the following restrictions shall apply:

- a. No motorized or powerboats shall be permitted on any lake with the exception of boats used for maintenance thereof.
- b. No bottles, trash, cans, garbage of any kind or description shall be placed in any lake.
- c. No activity shall be permitted on any lake, which may become an annoyance or nuisance to the adjacent property and the Owners thereof. The Association's determination whether any activity constitutes an annoyance or nuisance shall be dispositive
- d. No person or entity, except Declarant or the Association, shall have the right to pump or otherwise remove any water from any lake for the purpose of irrigation or other use.
- e. Any lake within the Property shall not be used in conjunction with any business enterprise or public use whatsoever.
- f. There shall be no fishing permitted from bridges, streets, or rights of way. Only owners shall be permitted to fish in the lakes and only in areas so designated.
- g. No swimming shall be permitted in any lake. The Board of Directors shall be entitled to establish, amend, or to modify rules and use of the lakes as deemed necessary or convenient.

The pool and tennis courts are a favorite center of enjoyment for SugarMill residents. Costs to maintain these are borne by the Association. It is quite expensive to maintain these. Accordingly vandalism, abuse, and trash disposal are costly to each resident. We encourage diligent clean up and careful use of the facilities.

Safety is the first consideration of pool usage. Rules are posted at the pool. The attendant is charged with the responsibility of compliance.

The pool may be closed if stormy weather presents a potential for lightning.

Additionally, it may be closed if the water quality falls below an acceptable level. All these decisions are made at the discretion of the on duty attendant and pool Management Company.

All residents are entitled to use of the pool and tennis courts, provided, their homeowner dues are paid current.

The pool and tennis courts are for use of homeowners only. Guests are permitted, provided a homeowner accompanies them at all times.

Children younger than 13 must be accompanied at all times by a parent. Children between 13 and 17 may be issued a pass at the discretion of the pool manager that allows use without a parent being present.

The pool, picnic areas, and tennis courts may be reserved for private parties. Please inquire at the pool house or the Management Company.

7. RV Storage

ARTICLE VI

Section 8. Commercial Trucks, Trailers, and Boats. In order to maintain the standards of the property with respect to residential appearance, no vehicles of any kind including without limitation, commercial trucks, trailers, recreational vehicles or boats shall be permitted to be parked or to be stored on blocks or maintained outside of an enclosed garage.

As a matter of convenience, a space is provided to store boats and other recreational vehicles. While the Association is under no obligation to provide space, it is currently available at no cost. If the facility does not offer the level of security or standard required by the individual owner, it is suggested that other storage facilities are available. It is the firm position of the Association to require strict compliance with this section.

8. CRIME, VANDALISM, LITTER

Unfortunately, we live in a society that includes people who do not respect the rights of others. It is a very large expense to the Owners Association to clean up trash, remove litter, cover up graffiti, and repair damage to the pool, tennis courts, and landscape. We encourage any resident to call the police if anyone is observed or suspected to be engaged in vandalism, any other criminal activity, speeding through the neighborhoods, or any other noxious activity. The St. Marys Police Department has proven to be cooperative and very willing to investigate any suspicious activity. They are intent on reducing crime in our area.

While we encourage the Neighborhood Watch Program there is no substitute for individuals who care enough to call.

At times it is necessary to limit use and access to common areas, the pool, etc. to reduce exposure to the undesirable element, especially at night.

9. GOOD NEIGHBORS

Be a good neighbor.

When mankind chose to live in close proximity with his neighbors, he did so to seek protection from his enemies. But at times we find that we do not get along with our neighbors. Being a good neighbor requires us to treat each other with kindness and respect. Also, a high degree of tolerance might be required.

Ten Good Rules:

1. No boat storage on Property.
2. TV Antenna must not be visible from street.
3. Trash cans must be out of sight.
4. Yard must be well maintained.
5. Basketball Goals must not be used on street or cul-de-sac, and must be put away when not in use.
6. Dues should be paid on time.
7. Watch out for children when driving.
8. Swim with caution.
9. Don't Litter.
10. Be a good neighbor.

Enjoy the good life at SugarMill Plantation!!!!