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SUNTER COUNTY, FLORIDA GLORIA HAYNARD, CLERK OF CIRCUIT COURT 08/29/2008 04:16:01PM RESTRICTIONS B

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#### THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation

#### TO THE PUBLIC

# DECLARATION OF RESTRICTIONS RELATING TO:

THE VILLAGES OF SUMTER UNIT NO. 167, a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book <u>11</u>, Pages <u>4-9</u> A, of the Public Records of Sumtar County, Florida.

THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, whose post office address is 1020 Lake Somter Lending, The Villages, Florida 32162 (hereinafter referred to as "Developer"), the owner of all the foregoing described lands, does hereby impress on each Homesite in the subdivision (and not upon any tracts within the subdivision), the covenants, restrictions, reservations, easements and servitudes as hereinafter set forth:

DEFINITIONS:

1.

As used herein, the following definitions shall apply:

1.1 DEVELOPER shall mean THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, its successors, designees and assigns.

1.2 SUBDIVISION shall mean the Plat of the VILLAGES OF SUMTER UNIT NO. 167, recorded in Plat Book \_\_\_\_\_\_, Pages \_\_\_\_\_\_\_ of the Public Records of Sumter County, Florida.

1.3 HOME shall mean a detached single family dwelling,

1.4 HOMESITE shall mean any plot of land shown upon the Plat which bears a numerical designation, but shall not include Tracts or other areas not intended for a residence.

1.5 OWNER shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Homesite within the Plat.

1.6 DISTRICT shall mean the Village Community Development District No. 8, a community development district created pursuant to Chapter 190, Florida Statutes.

2. COVENANTS, CONDITIONS AND RESTRICTIONS:

2.1 All Homesites included in the Subdivision shall be used for residential purposes only and shall be subject to the following specific residential use restrictions in addition to the general restrictions contained in the Declaration of Restrictions.

2.2 No building or structure shall be constructed, erected, placed or altered on any Homesite unfil the construction plans and specifications and a plan showing the location of the building or structure have been approved by the Developer. Each Owner shall ensure that any construction on the Homesite complies with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District (SWFWMD).

2.3 The Developer's approval or disapproval as required in these covenants shall be in writing. In the event that the Developer, or its designated representative fails to approve or disapprove plans and specifications submitted to it within thirty (30) days after such submission, approval will not be required.

2.4 There shall be only one Home on each Homesite. All Homes must have garages and be of at least 1240 square fact, exclusive of any garage, storage norm, screen room or other non-heated and non-sirconditioned space. All Homes must be constructed with at least a 6<sup>s</sup> in 12<sup>m</sup> rise and run roof pitch. Homes constructed by Developer may deviate from the minimum square footage and roof pitch requirements detailed herein. The Home shall be a conventionally built Home and which must be placed on the Homesite and constructed by the Developer, or its designee, of a design approved by the Developer as being harmonious with the development as to color, construction materials, design, size and other qualities. Each Home must have cave overhangs and gable overhangs, and all roofing materials shall be approved by the Developer, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings. Screen cages over patios and pools are allowed. The Home shall be placed on a Homesite in conformance with the overall plan of the Developer. The Developer shall have the sole cost and expense of the Home on the Homesite and designate the placement of the access to the Homesite, at the sole cost and expense of the Owner.

2.5 After the Home has been constructed, no reconstruction, additions, alterations, or modifications to the Home, or in the locations and utility connections of the Home will be permitted except with the written consent of the Developer, or an architectural review committee appointed by the Developer. No Owner, other than Developer shall undertake any such work without the prior written approval of the plans and specifications thereof

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by the Developer or architectural review committee appointed by the Developer. The Developer or an architectural review committee designated by the Developer shall grant its approval only in the event the proposed work (a) will benefit and enhance the entire Subdivision in a manner generally consistent with the plan of development thereof and (b) complies with the construction plans for the surface water management system pursuant to Chapter 40 D-4, F.A.C., approved and on file with SWFWMD.

When a building or other structure has been crected or its construction substantially advanced 2.6 and the building is located on any Homesite or building plot in a manner that constitutes a violation of these covenants and restrictions, the Developer or an architectural review committee appointed by Developer may release the Homesite or building plot, or parts of it, from any part of the covenants and restrictions that are violated. The Developer or the architectural review committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole judgment.

In an effort to protect limited natural resources, all Homesites shall remain finished with the 2.7same quantity and style of water-conservative, drought-tolerant sod and landscape as originally provided by the Developer. Notwithstanding, Owners are encouraged to and may add landscape that is more water-conservative and drought-tolerant then originally provided, however, any such alterations to areas visible from roadways or golf courses must receive prior written approval from Developer.

Bach Home and Homesita must contain a concrete driveway, and a lamppost must be erected 2.8 in the front yard of each Homesite.

All outside structures for storage or utility purposes must be permanently constructed ,2.9 additions in accordance with Section 2.4 and of like construction and permanently attached to the Home. No trucks in excess of 3/4 tun size, boats, or recreational vehicles shall be parked, stored or otherwise remain on any Homesite or street, except for (a) service vehicles located thereon on a temporary basis while performing a service for a resident or (b) vehicles fully enclosed in garages located on the Homesite. No vehicles incapable of operation shall be stored on any Homesite nor shall any junk vehicles or equipment be kept on any Homesite.

Properties within the Subdivision are intended for residential use and no commercial, 2.10professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite.

Owner recognizes that lakes, ponds, basins, retention and detention areas, marsh areas or other 2.11 water related areas (hereafter, "Water Features") within or outside of the Subdivision are designed to detain, or retain stormwater runoff and are not necessarily recharged by springs, creeks, rivers or other bodies of water. In many instances, the Water Features are designed to retain more water than may exist from ordinary minstorms in order to accommodate major flood events. The level of water contained within such Water Features at any given time is also subject to naturally occurring events such as drought, floods, or excessive rain. Owner acknowledges that from time to time there may be no water in a Water Feature and that no representation has been made that the water depth or height will be at any particular level.

Owners shall keep their Homesites nest and clean and the grass cut, irrigated and edged at 2,12 all times. The Homesite Owner shall have the obligation to mow and maintain the unpayed area between an adjacent roadway or walkway located in the road right of way and the Owner's Homesite. Persons owning Homesites adjacent to a lend use or landscape buffer, or a wildlife preserve, shall have the obligation to mow and maintain all areas between their Homesite lot line and the land use or landscape buffer, and between their Homesite lot line and the board fence on the adjoining wildlife preserve, even though they may not own that portion of the land. The Owners of Homesites subject to a Water Feature Landscaping Easement and Owners of Homesites subject to a Special Easement for Landscaping shall perpetually maintain the easement area and will not remove or destroy any landscape or fencing thereon originally installed by the Developer without the Developer's advance written approval, and will promptly replace all dead foliage located therein. Additionally, for those Owners of Homesites adjoining perimeter security walls or fences originally constructed by the Developer, Owners shall be responsible for maintenance and repairs of the surface and structural integrity of the walls and fences adjoining the Owners Homesite whether on the Owners Homesite or on an adjacent Homesite, reserved area or dedicated area. Where a wall or fence adjoins more than one Homesite, the cost of maintaining and repairing the surface and the structural integrity of the wall or fence shall be shared among the respective Owners served by such wall or fence. Such Owners are encouraged to maintain the perimeter security walls and fences in a cooperative and uniform manner with the adjacent Homesite Owners so as to present to the public a uniform and well-maintained appearance of the Subdivision as a whole. The Homesite Owner must contact the Developer or the architectural review committee for paint specifications. Owners of Homesites adjoining stack block walls, perimeter security walls, landscaped buffers or fences shall maintain up to such wall, buffer or fence whether or not such area is within or outside of the Homesite. If an Owner does not adhere to this regulation, then the work may be performed on behalf of the Owner by the Developer, but the Developer shall not be obligated to perform such work, and the cost shall be charged to the Owner.

2.13 Except as originally constructed by the Developer, no driveways, walkways, caripaths or access shall be located on or permitted to any road right-of-way, walkway or cartpath.

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2.14 No building or other improvements shall be made within the easements reserved by the Developer without prior written approval of Developer.

2.15 Except as permitted in the Development Orders entered into in connection with the Villages of Sumter, a Development of Regional Impact, no person may enter into any wildlife preserve set forth within the areas designated as such in those Development Orders.

2.16 No sign of any kind shall be displayed to public view on a Homesite or any dedicated or reserved area without the prior written consent of the Developer, except customary name and address signs and one sign advartising a property for sale or rent which shall be no larger than twelve (12) inches wide and twelve (12) inches high and which shall be located wholly within the Home and only visible through a window of the Home. Lawn ornaments are prohibited, except for seasons displays not exceeding a thirty (30) day duration.

2.17 Aerials, satellite reception dishes, and antannas of any kind are prohibited within the Subdivision to the extent allowed by law. The location of any approved device will be as previously approved by the Developer in writing.

2.13 No arbor, trellis, gazebo, pergola (or similar item), awning, fence, barrier, wall or structure of any kind or nature shall be placed on the property without prior written approval of the Developer. Permission must be secured from the Developer prior to the planting or removel of any trees or other shrubs which may affect the rights of adjacent property owners. No tree with a trunk four (4) mones or more in diameter shall be removed or effectively removed through excessive injury without first obtaining permission from the Developer.

2.19 Except as provided above, exterior lighting must be attached to the Home and shaded so as not to create a nuisance to others. No other light poles may be arected.

2.20 Developer reserves the right to enter upon Homesites at all reasonable times for the purposes of inspecting the use of the Homesite and for the purpose of maintaining utilities located thereon.

2.21 All Owners shall notify the Developer when leaving their property for more than a 7-day period end shall simultaneously advise the Developer as to their tentative return date.

2.22. Each Owner shall use his property in such a manner as to allow his neighbors to enjoy the use of their property. Radios, record players, television, voices and other sounds are to be kept on a moderate level from 10:00 PM to one (1) hour before daylight.

2.23 The Developer reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Subdivision.

2.24 Birds, fish, dogs and cats shall be permitted, with a maximum of two (2) pets per Homesite. Each Owner shall be personally responsible for any damage caused to dedicated or reserved areas by any such pet and shall be responsible to immediately remove and dispose of any excrement of such pet and shall be responsible to keep such pet on a leash. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Homesite or on dedicated or reserved areas.

The Subdivision is an adult community designed to provide housing for persons 55 years of 2.25 age or older. All Homes that are occupied must be occupied by at least one person who is at least fifty-five (55) years of age. No person under nineteen (19) years of age may be a permanent resident of a Home, except that persons below the age of nineteen (19) years may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days in total in any calendar year period. The Developer or its designee in its sole discretion shall have the right to establish hardship exceptions to permit individuels between the ages of nineteen (19) and fifty-five (55) to permanently reside in a Home even though there is not a permanent resident in the Home who is fifty-five (55) years of age or over, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less then 80% of the Homesites in the Subdivision having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Developer shall establish rules, regulations policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Developer or its designee shall have the sole and absolute authority to deny occupancy of a Home by any person(s) who would thereby create a violation of the aforesaid percentages of adult occupancy. Permanent occupancy or residency may be further defined in the Rules and Regulations of the Subdivision as may be prountigated by the Developer or its designee from time to time. All residents shall certify from time to time as requested by the Developer, the names and dates of birth of all occupants of a Home.

2.26 The hanging of clothes or clotheslines or poles is prohibited to the extent allowed by law.

2.27 Window air-conditioners are prohibited and only central air-conditioners are permitted.

2.28 The Developer reserves the right to establish such other reasonable rules and regulations

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covering the utilization of Homesites by the Owner in order to maintain the aesthetic qualities of this Sub division, all of which apply equally to all of the parties in the Subdivision. The rules and regulations shall take affect within five (5) days from the sending of a notice to an Owner.

2.29 If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild repair, or reconstruct such residence and walls in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within eight (8) months after the damage occurs, unless prevented by governmental authority. Such reconstruction is subject to the provisions of these restrictions.

#### 3. EASEMENTS AND RIGHTS-OF-WAY:

3.1 Easements and rights-of-way in favor of the Developer are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sanitary, sewer, storm draimage, water lines, valuevision, telephone, recreation facilities, and telegraph lines or the like. Such assements and rights-of-way shall be confined to a seven and one-half (7 ½) foot width along the side lot lines of every Homesite. Such assements along the rear Honesite lines of the adjoining property. Developer reserves the right to remove, relocate, or reduce such assements by recording in the Public Records of Sunter County, Florida an amendment to this Declaration which is duly excended by Developer. Developer contemplates putting H.V.A.C. and similar equipment within the easement area. Utility providers utilizing such easement area covenant, as a condition of the right to use such easement, not to interfere or disturb such equipment installed within the easement area. All utility providers are responsible for repairing the grading and landscape being disturbed pursuant to any utilization of such easements.

3.2 Developer reserves the right to extend any streets or roads in said Subdivision or to create new streets or roads, but no other person shall extend any street or create any new street over any Homesite and no Homesite may be used as ingress and egress to any other property.

3.3 No owner of the property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved parmit or recorded plat of the Subdivision, unless prior approval is received by the appropriate governmental agency, or pursuant to Chapter 40D-4, F.A.C. Owner shall be responsible formaintaining designated flow paths for side and rear Homesite drainage as shown on the construction plans for the surface water management system approved and on file with SWFWMD and if such maintenance of designated flow paths is not properly undertaken by Owner, then the District may enter onto the Homesite and reconstruct the intended flow pattern and assess the Owner for such expense. Owners of Homesites subject to a Special Easement for Landscaping, as shown on the Plat or described in Section 3.1 above, shall perpetually maintain the vegetation located thereon, consistent with good horticultural matrice. No owner of a Homesite which is subject to a Special Easement for Landscaping shall take any action to provent the Landscaped Buffer from complying with the provisions of the Development Order and those provision of the Sunter County Subdivision regulations requiring Landscaped Buffer areas.

4. SERVICES TO BE PERFORMED BY DEVELOPER, THE DISTRICT, OR THEIR DESIGNEES OR ASSIGNEES AND THE CONTRACTUAL AMENITIES FEE.

4.1 Contractual Amenities Fee. The Developer or its designee shall perpetually provide the recreational facilities.

(a) Each Owner hereby agrees to pay to the Developer, or its designee, a monthly fee or charge ("Contractual Amenities Fee") against each Homesite for these services described herein, in the amount per month set forth in the Owner's deed. The Contractual Amenities Fee set forth is limited to the Owner named therein. In the event the Owner(s) transfer, assign or in any manner convey their interest in and to the Homesite and/or Home, the New Owner(s) shall be obligated to pay the prevalent Contractual Amenities Fee that is then in force and effect for new Owners of Homesites in the most recent addition or unit of the VILLAGES OF SUMMER.

(b) The monthly Contractual Amenities Fee set forth herein is based on the cost of living for the month of sale as reflected in the Consumer Price Index, U.S. Average of Items and Food, published by the Bureau of Labor (Tudex"). The month of sale shall be the date of the Contract for Purchase of the Homeaite. There shall be au annual adjustment in the monthly Contractual Amenities Fee. The adjustment shall be proportional to the percentage increase or decrease in the Index. Each adjustment shall be in effect for the intervening one year period. Adjustments not used on any adjustment date may be made any time thereafter.

(c) Each Owner agrees that as additional facilities are requested by the Owner, and the areaction of such additional facilities is agreed to by the Developer, that upon a vote of % of the Owners approving such additional facilities and commensurate charges therefore, the monthly Contractual Amerities Fee provided for herein shall be increased accordingly. For the purpose of all votes, the Developer shall be antitled to one (1) vote for each Homesite owned by the Developer.

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(d) The Contractual Amenitics fee for services described above, shall be paid to the Developer, or its designee each month and said charges once in effect will essuince from month to month whether the Owner's Homesite is vacant or occupied.

(c) Owner does hereby give and grant unto the Developer a continuing lien in the nature of a mergage upon the Homesite of the Owner, which lieu shall have priority as of the recording of this Declaration, and is superiar to all other liens and ensumbrances, except any institutional first mortgage. This lien shall be perfected by recording in the Poblic Records a Notice of Lien or similarly titled instrument and shall secure the payment of all monies due the Developer hereinder and may be foreclosed in a court of equity in the manner provided for the foreclosures of mortgages. In any such action or other action to enforce the provisions of this lien, including appeals, lie Developer shall be entitled to recover reasonable attorney's fees incurred by it, abstract bills and court costs. An institutional first mortgage referred to herein shall be a mortgage upon a Honesite and the improventents thereon, granted by an Owner to abark, savings and loan association, pension fund trust, real estate investment inst, or insurance company.

(f) Parameters of Homesiaes, by the acceptance of their deed, logether with their bairs, successors and assigns, agree to take this subject to and be bound by, and pay the charges set forth herein; and acceptance of deed shall further indicate approval of the charge as being reasonable and fair, taking into considerations the nature of Developer's project, Developer's investment in the recreational areas, security facilities, or dedicated or reserved areas, and in view of all the other benefits to be derived by the Owners as provided for herein.

(3) Parchasers of Homesites further agree, by the acceptance of their deeds and the payment of the purchase, price therefore, acknowledge that the purchase price was solely for the purchase of their humesite or Homesites, and that the owners, their heirs, successors and assigns, do not have our right, thic or blaim or interest in and to the recreational areas, security facilities, decisated or reserved areas or facilities contained therein or appartment thereto, by reason of the purchase of their respective Homesites, it being specifically agreed that, (1) the Developer, its necessors and assigns, is the sole and acclusive owner of the oras and facilities, and (2) the Contractual Amenities for the services and is in nor way adjusted according to the cost of providing these services.

(h) Developer reserves the right to mater into a Management Agreement with any person, entity, firm or corporation to maintain and operate the portions of the Subdivision in which the Developer has undertaken an obligation to maintain, and for the operation and maintennote of the recreational areas, security facilities, and dedinated or reserved agreement between the Developer tanks that any such continuous later prove the Developer and the terms, deverants and opticities of this Developer tanks that any such continuous later prove the Developer and that any such continuous of this Developer and the terms, deverants and opticities of this Developer and the developer tanks. The Developer and the terms, deverants and opticities of this Developer of the terms, deverants and opticities of this Developer of the terms, deverants and opticities of this Developer of the terms, deverants and opticities of this Developer of the terms, deverants and opticities of this Developer of the terms, deverants and opticities of the terms of terms

4.2 Water Resources. In order to preserve, conserve and efficiently utilize precious water spall fonces which the Subdivision have been designed and constructed with two completely separate water. One present provides build build be added and the other system provides potable water for drinking and all

(a) Potable water and wastewater utility systems. All Homes will contain modern plumbing facilities connected to the wastewater and potable water systems provided by North Sunter Utility Company, LL.C., its successors and assigns ('NSU'). Upon acquiring any interest as an Owner of a Homesite in the Subdivision, each Owner herby agrees to pay for water and sever services provided by NSU. The charges for such services shall be billed and paid on a monthly basis. Private wells are prohibited.

(b) Trrigation Water Utility Systems. The Villages Water Conservation Anthority, LL.C., its successors and assigns ("VWCA"), is the provider of all irrigation water within the Subdivision. Upon: acquiring any interest as an Owner of a Homesite in the Subdivision, each Owner hereby agrees to gay for irrigation water services provided by VWCA. The charges for such services shall be billed and pride on a monihy basis. Owners are prohibited from utilizing or constructing private wells or other sources of irrigation water within the Subdivision. Potable water may not be used for irrigation, except that supplemental irrigation with gradble water is limited to annuals and the isolated treatment of heat stressed areas. All supplemental irrigation utilizing potable water must be done with a hose with an automatic shutoff nuzzle. Use of sprinklers on a hose connection is not permitted.

(i) Irrigation Use Only. The irrigation water provided by VWCA is suitable for irrigation purposes only. The irrigation water can not be used for human or pet consumption, buthing, washing, car weaking or any other use except for irrigation. Owners curvenue to cance that no one on the Homesite uses irrigation water for any non-irrigation purpose. The Owners ransen mut to cance that no one on the Homesite uses irrigation where for any non-irrigation purpose. The Owners ransen indemnify and hold the Developer, VWCA, and their afficers, directors, and related entities humless from any injury or durage resulting in whole or in part from the use of irrigation water or the irrigation system in a manner prohibited by Section 4.2(b).

(ii) Operation of the Irrigation System. The imigation water distribution, system is not a water on demand system. Upon purchasing a Hume from Developer, Owner will receive a schedule of dates and three during which irrigation water service will be available for the Homesite ("Irrigation Water Service Schedule"). The Irrigation Water Service Schedule with Owner's monthly bill for irrigation water service or otherwise.

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The Irrigation Water Service Schedule shall be determined solely by VWCA, based upon many factors including environmental concerns and conditions, recent precipitation, and any water restrictions that may be instituted.

The Owner of the Homesite shall regulate the irrigation water service to the Homesite and will be responsible for complying with the Irrigation Water Service Schedule. If Owner repeatedly fails to comply with the Irrigation Water Service Schedule, VWCA may enter onto the Homesite, over and upon essements hereby reserved in favor of VWCA, and install a control valve to compel Owner's compliance with the Irrigation Water Service Schedule, with all costs related thereto being charged to Owner.

If new landscaping is installed on a Homesite, the Owner may allow additional inigation water service at the Homesite to supplement the Inigation Water Service Schedule ("Supplemental Inigation Water Service"), during the grow-in period, which is typically thirty (30) days. Supplemental Inigation Water Service at a Homesite may not exceed thirty (30) minutes of inigation water service per day, during the grow-in period, in addition to the Inigation Water Service Schedule. VWCA reserves the right to suspend Supplemental Inigation Water Service at Homesites. Unless the Owner is notified of suspension or termination of the Supplemental Imigation Water Service, Owner need not notify VWCA of their intention to utilize Supplemental Inigation Water Service.

(iii) Ownership and Maintenance. The Owner of a Homesite shall own and maintain the irrigation water distribution system downstream from the water meter measuring the amount of irrigation water supplied to the Homesite, VWCA shall own and maintain the irrigation water supply system upstream from, and including, the water meter measuring the amount of irrigation water supplied to the Homesite (the "VWCA Water Supply System"). Prior to commencing any underground activity which could damage the WWCA Water Supply System, the Owner shall contact VWCA to determine the location of the VWCA Water Supply System. Any damage to the VWCA Water Supply System shall be repeired by VWCA at the sole cost of the Owner.

; (iv) Identification of Irrigation System. The irrigation water distribution pipes are color-coded for identification with Pantone Purple 522C, which is invender in color, or a similar colorant. Owner hereby covenants and agrees not to paint any portion of the Owner's Irrigation System so as to concure the color-coding

#### 4.3 Solid Waste Disposal

(a) Tomaintain the Subdivision in a clean and sanitary condition and to minimize heavy commercial traffic within the Subdivision, garbage and trash service shall be provided by a carrier designated by the Developer, and the charges therefore shall be paid separately by each Owner. Owner agrees that garbage and trash service shall commerce on the closing date the Owner purchases Owner's Homesite and Home. Owner acknowledges that garbage and trash services is provided, and the fee for such service is payable, on a year-round basis regardless of use or occupancy. Developer reserves the right to require all Owner's to participate in a curbside recycling program if and when one is instituted.

(b) Prior to being placed carbside for collection, no rubbish, trash, garbage, or other waste material shall be kept or permitted on any Homesite or on dedicated or reserved areas except in sanitary containers located in appropriate areas concealed from public view.

(c) Once placed ourbside for collection, all garbage will be contained in plastic bags prescribed by the Developer and placed curbside no earlier than the day before scheduled pick-up.

4.4 Mailboxes. Individual mailboxes may not be located upon a Homesite. Mailboxes are provided by the U.S. Postal Sarvice at no cost to Owner, however, those boxes shall be housed by Developer at a one time lifetime charge to Owner of \$190.00 per box. If title to a Homesite is transferred, a new charge shall be made to the new Owner at the then prevailing mailbox fee being charged to new Owners of Homesites in the most recent addition or unit of the VIILLAGES OF SUMTER. Payment of this fee shall be a condition of the use of the housing provided by Developer. This mailbox fee shall be to constitute a lien against the Homesite the Homesite in the same manner as the Contractual Amenities Fee and shall constitute a lien against the Homesite refined pair.

4.5 District. The District will provide maintenance for the Tracts conveyed to the District pursuant to the plat of the Subdivision.

5. ENFORCEMENT:

All Owners shall have the right and duty to prosecute in proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, conditions or reservations, either to prevent him or them from so doing, or to recover damages or any property charges for such violation. The cost of such proceedings, including a reasonable attorney's fee, shall be paid by the party losing said suit. In addition, the Developer shall also have the right but not the duty to enforce any such covenants, conditions or reservations as though Developer were the Owner of the Homesite, including the right to recover reasonable attorney's fees and costs. Developer may assign its right to anforce these covenants, conditions and to recover reasonable attorney's fees and costs to a person, committee, or governmental entity.

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### 6. INVALIDITY:

invalidation of any of these covenants by a court of competent jurisdiction shall in no very affect any of the other covenants, which shall commin in full force and effect.

7. DURATION:

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, or may Owner until the first day of January 2038. (except as elsewhere herein expressly provided otherwise). After the first day of January 2038, said sevenants, restrictions reservations and servitudes shall be outommically extended for successive periods often (10) years unless an instrument signed by the Developer of its suspine shall be recorded, which hatrument shall alter, amend, enlarge, extend or repeat, in whole or in part, said covenants, restrictions, reservations and servitude.

8. AMENOMENTS:

The Developer shall have the right to amend the Covenants and Restrictions of this declaration from time to time by duly recording an instrument executed and acknowledged by the Developer in the public records of the county where the Subdivision is located.

18 they of (Jugust DATED this\_ , 2008.

WITNESS AMY L LEWIS Kalin Gevie L. Nolar

THE VILLAGES OF LAKE-SUMPER, INC.

John R. Grant, Vice President

[NOTARY SEAL]

MARY L. LEWIS VI COLARSSON & DO TRUTT EXPERIE: June 21, 2012 Trutt The Installer Party

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The foregoing Declaration of Restrictions was and whedged before me this day 10 of , 200 row interface of the second second second second who did not take an each, the Vice length of the VICE ALL SUMTER, INC., a Florida comparation, an behalf of the corporation.

NOTARY PUBLIC-STATE OF FLORIDA (Signsture of Notary Public) Print Name of Notary Public, My Commission Expires: Serial/Commission Number, DYD 288 2.5

THIS INSTRUMENT PREPARED BY: Erick D. Langenbruaner, Esq.Jag McLin & Burnsel P.A. PO Box 1299 The Villages, Floride 32158-1299

RETURN TO: Marin L. Duro, PSM Grant & Duro 1071 Canal Street The Villages, Florida 32162

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