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AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
FOR THE VILLAGES OF SUMTER
VISTA SONOMA VILLAS

a Subdivision in Lake County according to the Plat thereof as recorded in Plat
Book 52, Page 64 through 66, Public Records of Lake County, Florida.

RECITALS

1. On August 11, 2004, The Villages of Lake-Sumter, Inc., as Declarant, recorded in Official Records Book 2635, Page 1879, Public Records of Lake County, Florida, DECLARATION OF RESTRICTIONS for the subdivision known as VISTA SONOMA VILLAS ("Declaration"), according to the plat recorded in Plat Book 52, Page 64 through 66, Public Records of Lake County, Florida.

2. At this time, the Declarant wishes to amend the Declaration by restating the Declaration in its entirety.

NOW, THEREFORE, the Declaration is amended by restating the Declaration as set forth herein:

The Villages of Lake-Sumter, Inc., (hereinafter called "Declarant"), is the owner in fee simple of certain real property located in Lake County, Florida, known by official plat designation as VISTA SONOMA VILLAS, pursuant to a plat recorded in Official Plat Book 52 beginning at Page 64 of the Public Records of Lake County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Homesites or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean the VISTA SONOMA VILLAS PROPERTY OWNERS ASSOCIATION, INC., or some other similarly named nonprofit corporation, its successors and assigns, which may be formed to assume the rights and duties described hereto.

Section 2. "Common Elements" shall mean (1) all real property shown on the plat referenced above as "Common Area" or dedicated for the common use and enjoyment of the owners or residents, (2) such real or personal property acquired, conveyed or dedicated to the Association, and (3) all sidewalks and paved walkways, roadways, street lights, sign walls, stack block walls, fences, and entry gates within the Subdivision as originally constructed by the Declarant.

Section 3. "Declarant" shall mean The Villages of Lake-Sumter, Inc., and its successors and assigns.

Section 4. "Home" shall mean an attached single family residence and the adjoining walkway and driveway.

Section 5. "Homesite" shall mean any unit of land designated as a lot on the recorded subdivision plat referred to above, or such other unit of land subsequently brought within these restrictions as a Homesite.

Section 6. "Maintenance" shall mean the exercise of reasonable care and repair to keep Common Elements, and other related improvements and fixtures in good repair and condition. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 7. "Member" shall mean every person or entity who owns a Homesite within the Subdivision and holds membership in the Association.

Section 8. "Institutional First Mortgage" shall mean a conventional first lien mortgage granted by an owner to a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Homesite which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation. Every "Owner" shall be a "Member".

Section 10. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 11. "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40C-4, F.A.C, St. John's Water Management District.

Section 12. "Tract" shall mean any unit of land designated as a Tract on the recorded subdivision plat referred to above.

ARTICLE II. THE ASSOCIATION

Section 1. Membership. Every Owner of a Homesite shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Homesite.

Section 2. Voting. The Association shall have two classes of voting members.

Class A: Class A Owners shall be all Owners in the Subdivision except the Declarant. Each Owner shall be entitled to one vote for each Homesite owned. When more than one person holds an interest in a given Homesite, all such persons shall be members and the vote for such Homesite shall be exercised as they may determine among themselves, however in no event shall more than one vote be cast with respect to any Homesite.

Class B: The Class B member shall be the Declarant, its successors and assigns. The Class B member shall be entitled to five votes per Homesite prior to transfer of control to the Association, and one vote per Homesite remaining owned by Declarant after the transfer of control to the Association to the residents.

Section 3. Lien and Personal Obligation of Assessments. Declarant hereby covenants for each Homesite within the subdivision, and each Owner of a Homesite is hereby deemed to covenant by acceptance of his deed for such Homesite, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each Homesite against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the Homesite at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 4. Services Provided by the Association. The annual assessments levied by the Association shall be used exclusively for: (a) the maintenance of all landscaping within the Subdivision whether on or within a Homesite,

a Tract, the Common Element or otherwise within the Subdivision, including the irrigation systems servicing such areas and the water costs thereof, (b) the repair and maintenance of Common Elements, (c) termite treatment of all Homes necessary to maintain the termite bond for all Homes within the Subdivision, (d) repair and maintenance of surface water or stormwater management system including drainage easements and drainage pipes, (e) maintenance and repair of Homesite roofs, (f) those costs associated with the operation of the Association, (g) the repair and maintenance of all signs and sign walls located within the Subdivision, (h) the repair and maintenance of the security gates located within the Subdivision, and (i) the repair and maintenance of all property conveyed to the Association. The annual assessment shall be used to pay for the services provided by the Association and those other purposes set forth in the Articles and Bylaws of the Association.

In the event the need for maintenance or upkeep is attributable to the willful or negligent act of the Owner of a Homesite, his family, guests, or invitee, the cost of such maintenance or upkeep shall be added to and become part of the assessment to which such Homesite is subject.

Section 5. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Homesites.

Section 6. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to each Homesite on the first day of the month following the date upon which the Declarant closes on the sale of that Homesite from the Declarant. The board of directors shall fix the amount of the annual assessment against each Homesite at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific Homesite have been paid, and shall, on or before February 1 of each year, cause to be recorded in the Public Records of Lake County, a list of delinquent assessments as of December 31 of the prior year. Pursuant to Florida Statute 720.308, the Declarant may elect to terminate its exclusion from the obligation to pay annual assessments and begin paying annual assessments at which time the Declarant shall have no further obligation to pay operating expenses incurred that exceed the assessments received from other members.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his Homesite.

Section 8. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any Institutional First Mortgage. A sale or transfer of any Homesite shall not affect the assessment lien. However, the sale or transfer of any Homesite pursuant to a mortgage foreclosure of a Institutional First Mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer and after the date of the mortgage. No other sale or transfer shall relieve such Homesite from liability for any assessments thereafter becoming due or from the lien thereon.

Section 9. No Maintenance by the Town of Lady Lake or Lake County. No maintenance services on the roadways, drainage easements, drain pipes, or any other maintenance services within the Subdivision will be performed by the Town of Lady Lake or the county government of Lake County, Florida.

ARTICLE III THE VILLAGES CONTRACTUAL AMENITIES FEE

Each Owner hereby agrees to pay a monthly fee or charge (the "Contractual Amenities Fee") against each Homesite for the benefit and use of the recreational and other amenities, in the amount per month set forth in such Owner's Deed. The Contractual Amenities Fee set forth is limited to the Owner named therein. In the event the Owner(s) transfers, assigns or in any way conveys their interest in and to the Homesite, the new Owner(s) shall be obligated to pay the prevalent Contractual Amenities Fee sum that is then in force and effect for new Owner(s) of Homesites in the most recent addition or unit. The monthly Contractual Amenities Fee as set forth in this section 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 Statistics of the U.S. Department of Labor (the "Index"). The month of sale shall be the date of the Contract for Purchase of the Homesite. There shall be an annual adjustment in the monthly Contractual Amenities Fee. The adjustments 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. Each Owner agrees that as additional facilities are requested by the Owner(s) of Homesites and the erection of such additional facilities is agreed to by the Declarant, that upon a vote of one half (1/2) of the Owners requesting such additional facilities and the commencement of charges therefor, the monthly Contractual Amenities Fee provided for in this section shall be increased accordingly without the limitations set forth herein. For the purpose of all votes the Declarant shall be entitled to one (1) vote for each Homesite owned by the Declarant. The monthly charges shall be paid to the Declarant or its designate each month to insure the provision of the services being paid for. The monthly charges for services described in this section shall be due and payable to Declarant and said charges once in effect will continue month to month whether or not said Homesite is vacant. Owner does hereby give and grant unto Declarant a continuing lien in the nature of a Mortgage upon the Homesite of the Owner superior to all other liens and encumbrances, except any Institutional First Mortgage. This lien shall be perfected by recording in the Public Records a notice of lien or similarly titled instrument and shall secure the payment of all monies due Declarant hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosures of mortgages. In any such action or any other action to enforce the provision of this lien, including appeals, Declarant shall be entitled to recover attorney's fees incurred by it, abstract bills and court costs. Owner together with Owner's heirs, successors and assigns, agree to take title subject to and be bound by, and pay the charge set forth herein and acceptance of the deed shall further signify approval of said charge as being reasonable and fair, taking into consideration the nature of Declarant's project, Declarant's investment in the recreational area, and in view of all the other benefits to be derived by the Owners as provided herein. Purchasers of Homesites further agree, by the acceptance of their deeds and the payment of the purchase price therefor, acknowledge that the purchase price was solely for the purchase of their Homesite or Homesites, and that the Owners, their heirs, successors and assigns, do not have any right, title or claim or interest in and to the recreational, dedicated, or reserved areas or security facilities contained therein or appurtenant thereto, by reason of the purchase of their respective Homesites, it being specifically agreed that Declarant, its successors and assigns, is the sole and exclusive Owner of the areas and facilities, and the Contractual Amenities Fee is a fee for services and is in no way adjusted according to the cost of providing those services.

ARTICLE IV. PROPERTY RIGHTS

Section 1. Common Walls between Homes.

(a) Common Wall. A wall, shared by more than one Home (the "Common Wall") which runs along an imaginary line extending upward along a plane running along the Homesite boundary line between the adjoining Homesites which provides, shall be a party wall for the perpetual benefit and use by the fee simple title holders, including their heirs, successors and assigns, or each Home sharing such Common Wall.

(b) Right of Use. The Owner of any Home, including the Owner's tenant, which includes a Common Wall shall have the right to the full use of said Common Wall for whatever purpose such Owner may choose to employ, subject to the limitation that such use shall not infringe upon the rights of an Owner of an adjoining Homesite or Home nor shall such Owner interfere with the enjoyment of said Common Wall or in any manner impair the value of said Common Wall or violate any restrictions or regulations imposed in connection with the use of the Common Wall by any governmental body or authority.

(c) Maintenance. In the event it shall become necessary and desirable to perform maintenance or to repair or rebuild the whole or any part of the Common Wall, such expense shall be shared equally by the Owners of the Homesites upon which the Homes sharing the Common Wall are located. Whenever any such wall or any part thereof shall be rebuilt, it shall be erected in the same manner, at the same location, as initially constructed, and shall be of the same size and of the same or similar materials, and of the like quality, as permitted by the then applicable ordinances and statutes pertaining to such construction. Provided, however, that if such maintenance, repair or construction is required as a result of the sole neglect or willful misconduct of one of the Owners of a Homesite, including Owner's tenant, sharing the said Common Wall, any expense incident to such maintenance, repair or construction shall be borne solely by the Owner causing the damage.

(d) Limitations. The Owner of a Home which includes a Common Wall shall not cut windows or other openings in the Common Wall, nor make any alterations, additions, or structural changes to the Common Wall, other than as required by maintenance.

(e) Perpetuity. The Common Wall is to be used and maintained in accordance with the terms of this Declaration and shall remain a Common Wall for the perpetual use and benefit of the respective Owners, their successors, heirs, grantees and assigns.

(f) Common Wall Easement of Encroachment. Title to any Homesite or portion thereof shall be subject to an easement for encroachment caused by settlement or movement of the Common Wall described herein or minor inaccuracies in construction, which easement shall continue until such encroachment no longer exists.

Section 2. Easements of Encroachment. In addition to the Common Wall Easement of Encroachment, there shall exist reciprocal appurtenant easements as between adjacent Homesites and between each Homesite and any portion or portions of the Common Area, reserved and dedicated areas adjacent thereto for any encroachment due to the nonwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than one (1) foot as measured from any point on the common boundary between adjacent Homesites, and between each Homesite and any adjacent portion of the Common Area. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner. A certificate by Declarant recorded in the Public Records to the effect that an encroachment is not willful, shall be conclusive proof thereof.

Section 3. Other Easements.

(a) Easements for installation and maintenance of underground utilities, cable television, drainage facilities, landscaping are hereby reserved over the Common Areas. In addition to the utility easements depicted on the plat of the Subdivision, each Homesite shall be subject to an easement for drainage facilities in those locations actually occupied by drainage facilities as originally constructed by the Declarant. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. Utility providers utilizing such easement area covenant, as a condition of the right to use such easement, not to interfere or disturb such improvements located within the easement area.

Section 4. Right of Entry. The Declarant or the Association, through its duly authorized employees and contractors, shall have the right without notice to the Owner thereof, to enter any Homesite at any reasonable hour on any day to perform such maintenance as may be authorized herein. The Owner of each Home, together with its employees and contractors, shall have the right upon reasonable notice to the Owners of adjoining Homes, to enter such adjoining Homesites (including the roof of the Homes constructed thereon), at any reasonable hour on any day as is necessary to perform maintenance on the Owner's Home.

Section 5. No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, the Association, or any Owner or any other person acquiring any interest in the Subdivision or any part thereof, seek judicial partition thereof. However nothing contained herein shall be construed to prevent judicial partition of any Homesite owned in co-tenancy.

ARTICLE V. USE RESTRICTIONS

The Subdivision shall be occupied and used only as follows:

Section 1. The Subdivision is an adult community designed to provide housing for persons 55 years of 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 Declarant or its designee in its sole discretion shall have the right to establish hardship exceptions to permit individuals 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 than 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 Declarant 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 Declarant 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 promulgated by the Declarant or its designee from time to time. All residents shall certify from time to time as requested by the Declarant, the names and dates of birth of all occupants of a home.

Section 2. No business of any kind shall be conducted on any residence with the exception of the business of Declarant and the transferees of Declarant in developing and selling all of the Homesites as provided herein.

Section 3. No noxious or offensive activity shall be carried on in or on any Homesite with the exception of the business of Declarant and the transferees of Declarant in developing all of the Homesites as provided herein.

Section 4. 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 Declarant, except customary name and address signs and one sign advertising 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 residence and only visible through a window of the residence. Lawn ornaments are prohibited, except for seasonal displays not exceeding a thirty (30) day duration.

Section 5. Nothing shall be done or kept on a Homesite or on any dedicated or reserved area which would increase the rate of insurance relating thereto without the prior written consent of the Declarant, and no Owner shall permit anything to be done or kept on his Homesite or any dedicated or reserved area which would result in the cancellation of insurance on any residence or on any part of the dedicated or reserved area, or which would be in violation of any law.

Section 6. 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 any dedicated or reserved area 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 any dedicated or reserved area.

Section 7. No fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any Homesite, except for any fencing originally constructed by the Declarant. In order to maintain a visible roadway, no bush, shrub, tree, or other similar plant may be placed within the road right-of-way. Concrete and driveway coatings are permitted providing that the design is harmonious with the Subdivision and that such coating is the same color as the home. No ingress or egress to or from any Homesite is permitted except pursuant to such driveways and sidewalks as originally constructed by Declarant.

Section 8. No outbuilding, tent, shack, garage, trailer, shed, utility building or temporary building of any kind shall be erected, except temporarily only for construction purposes. 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 Declarant.

Section 9. Nothing shall be altered in, constructed on, or removed from any dedicated or reserved areas except on the written consent of the Declarant, after the original development thereof by the Declarant.

Section 10. The hanging of clothes or clotheslines or placing of clothes poles is prohibited to the extent allowed by law. No aerials, satellite reception dishes, or antennas of any kind nor window air-conditioners or irrigation wells are permitted within the Subdivision, except as specifically allowed by law. The location of any improved device will be as previously approved by the Declarant in writing.

Section 11. Prior to being placed curbside 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.

Section 12. Once placed curbside for collection, all garbage will be contained in plastic bags prescribed by Declarant and placed curbside no earlier than the day before scheduled pick-up. In the alternative, the Declarant shall have the right to require that garbage be placed in a dumpster and not placed curbside. In either event, all garbage must

be contained in fully closed and sealed plastic bags prescribed by the Declarant. To maintain 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 selected by the Declarant, and charges paid separately by each Owner. Owner agrees that garbage and trash service shall commence 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. Declarant reserves the right to require all Owner's to participate in a curbside recycling program if and when one is instituted.

Section 13. Owner(s) 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 p.m. to one (1) hour before daylight. These restrictions shall not apply to construction noises being made by the Declarant.

Section 14. The Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Subdivision.

Section 15. The Declarant reserves the right to establish such other reasonable rules and regulations covering the utilization of the Homesites by the Owner(s) in order to maintain the aesthetic qualities of this Subdivision, all of which apply equally to all of the parties in the Subdivision and the rules and regulations shall take affect within five (5) days from the sending of a notice to an Owner(s).

Section 16. Individual mailboxes may not be located upon a Homesite. Mailboxes are provided by the U.S. Postal Service at no cost to Owner, however, those boxes shall be housed by Declarant at a one time lifetime charge to Owner of \$100.00 per box. If title to a Homesite is transferred, a new charge shall be made to the new Owner. Payment of this fee shall be a condition collectible in the same manner as the maintenance fee and shall constitute a lien against the Homesite until it is paid. The mailbox fee may be increased in the same percentages and manner as increases in The Villages Amenities Fee.

Section 17. Declarant or the transferees of Declarant shall undertake the work of developing all Homesites included within the Subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be establishes as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the Subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Homesites by sale, lease, or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the Subdivision property owned or

controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of Homesites by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Homesites owned or controlled by any of them as may be necessary in connection with the sale, lease or other disposition of Subdivision Homesites.

As used in this section, the words "its transferees" specifically exclude purchasers of Homesites improved with completed residences.

Section 18. No unauthorized person may enter onto any wildlife preserve set forth within the areas designated as such in the Development Order entered in connection with the Tri-County Villages Development of Regional Impact Development Order, or as it may be amended from time to time. 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 permit and recorded plat of the Subdivision, unless prior approval is received from the District pursuant to Chapter 40C-4, F.A.C.

Section 19. Each Owner shall ensure that any construction on the Homesite complies with the construction plans for the surface water management system pursuant to Chapter 40C-4, F.A.C., approved and on file with the St. Johns Water Management District (SJWMD). No Owner of property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, mitigation areas, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the Subdivision unless prior written approval is received from the SJWMD pursuant to Chapter 40C-4.

Section 20. Except as originally constructed by the Declarant, no driveways, walkways, carpaths or access shall be located on or permitted on any road right-of-way, walkway or carpath.

Section 21. Signs constructed within the Subdivision by Declarant shall not be changed altered or amended in appearance or content without the express prior written consent of Declarant.

ARTICLE VI. OBLIGATIONS OF MAINTENANCE AND REPAIR

Section 1. Maintenance Obligations.

(a) Home. Subject to Article IX, each Owner shall, at his sole cost and expense, repair his Home, other than as otherwise provided for herein, keeping the same in condition comparable to the condition of such Home at the time of its initial construction, excepting only normal wear and tear. The exterior of all Homes must be maintained in accordance with a uniform color scheme. Owner's intending to paint must contact the Declarant or its designee for paint specifications. Owner's intending on repairing their roofs must contact the Declarant or its designee for roof material specifications.

(b) Homesite and adjoining areas. All landscaping maintenance whether within a Homesite, the Common Area, or otherwise, shall be the duty of the Association and no other person shall attempt to alter or maintain it. Owner hereby covenants that they will not remove or alter any landscaping or vegetation situated within the Subdivision. Owner further covenants that should they remove or alter any landscaping or vegetation situated within the Subdivision then Owner will promptly replace said landscaping or vegetation at Owner's expense. All plants owned by Owners must be located wholly within their Home or within pots located wholly upon the Owner's patio.

Section 2. If the Association or an Owner does not adhere to any of the regulations, covenants, or maintenance requirements contained herein, then the work may be performed on behalf of that party by the Declarant and the cost shall be charged to the responsible party.

ARTICLE VII. OWNER'S OBLIGATION TO REBUILD

If all or any portion of a Home 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 six (6) months after the damage occurs, unless prevented by governmental authority. Such reconstruction is subject to the provisions of Article IV and Article IX.

ARTICLE VIII. PARKING RESTRICTIONS

No Owner of a Homesite shall park, store, or keep any vehicle except wholly within his driveway, garage or other non-visitor parking spaces. No truck in excess of 3/4 ton, camper, boat, trailer, or aircraft, or any vehicle other than a private non-commercial vehicle may be parked in a parking space except a boat may be kept in the garage with the garage door closed. No Owner of a Homesite shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any Homesite, or on the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

ARTICLE IX. ARCHITECTURAL CONTROL

Section 1. Alterations, additions, and Improvements of Residences. No Owner, other than Declarant or its transferees, shall make any structural alteration, or shall undertake any exterior repainting or repair of, or addition to his Home, which would alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefor by the architectural committee appointed by the Declarant. The Declarant or an architectural committee designated by the Declarant shall grant its approval only in the event the proposed work will benefit and enhance the entire Subdivision in a manner generally consistent with the plan of development thereof. The exterior of all Homes must be maintained in accordance with a uniform color scheme. Owner's intending to paint must contact the Declarant or its designee for paint specifications.

Section 2. Waiver and Release. When a Home has been erected or its construction substantially advanced and the building is located on any Homesite or building plot in a manner that constitutes a violation of these covenants and restrictions, the Declarant may release the Homesite or building plot, or parts of it, from any part of the covenants and restrictions that are violated. The architectural 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.

ARTICLE X. GENERAL PROVISIONS

Section 1. 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 restrictions, 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 Declarant shall also have the right but not the duty to enforce any such covenants, conditions or restrictions as though Declarant were the Owner of the Homesite, including the right to recover reasonable attorney's fees and costs. Declarant may

assign its right to enforce these covenants, conditions or reservations and to recover reasonable attorney's fees and costs to a person, committee or governmental entity.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by the Declarant.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Homesite therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. 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 Declarant, or any Owner for a period of ninety-nine (99) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the then Owners of at least three-quarters (3/4) of the subdivision Homesites.

EXECUTED this 20th day of July, 2005.

Signed Sealed and Delivered
in the presence of:

[Signature]
(Printed Name) AMY L. LEWIS

THE VILLAGES OF LAKE-SUMTER, INC.

By: [Signature]
Martin L. Dzuro, Vice President

[Signature]
(Printed Name) Mag Yawn

Address of The Villages of Lake-Sumter, Inc.:
1020 Lake Sumter Landing, The Villages, FL 32162

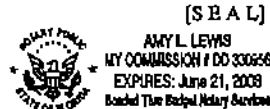
STATE OF FLORIDA
COUNTY OF SUMTER

Before me, the undersigned authority, personally appeared Martin L. Dzuro as the Vice President of The Villages of Lake-Sumter, Inc., to me known to be the person in and who executed the foregoing instrument with full authority of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 20th day of July, 2005.

[Signature]
NOTARY PUBLIC

Printed Name: AMY L. LEWIS
My Commission Expires: 6/21/08
Serial/Commission Number: DB330956
Personally Known X or Produced Identification _____
Type of Identification Produced: _____



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