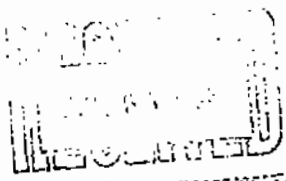


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THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation
TO THE PUBLIC
DECLARATION OF RESTRICTIONS RELATING TO

THE VILLAGES OF SUMTER UNIT NO. 17, a subdivision
Sumter County, Florida, according to the plat thereof
as recorded in Plat Book 4, Pages 181, 181-A, 181-B, 181-C
of the Public Records of Sumter County, Florida.

CLERK OF CIRCUIT COURT
SARA H. MASON

'96 JUN 26 AM 10 33

RECORDED IN
PUBLIC RECORDS
SUMTER COUNTY, FLA.

297417

P. WILLIAM S. BARLEY

THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, whose post office address is 1100 Main Street, Lady Lake, Florida 32159 (hereinafter referred to as "Developer"), the owner of all the foregoing described lands, does hereby impress on each lot in the subdivision the covenants, restrictions, reservations, easements and servitudes as hereinafter set forth:

1. DEFINITIONS:

As used herein, the following definitions shall apply:

- 1.1 DEVELOPER shall mean and refer to THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, its successors and assigns.
- 1.2 SUBDIVISION shall mean and refer to the above described Plat of THE VILLAGES OF SUMTER UNIT NO. 17, recorded in Plat Book 4, pages 181, 181-A, 181-B, 181-C of the Public Records of Sumter County, Florida.
- 1.3 LOT shall mean and refer to any plot of land shown upon the Plat which bears a numerical designation, but shall not include tract or other areas not intended for a residence.
- 1.4 HOME shall mean and refer to a detached single family dwelling unit containing plumbing facilities, including toilet, bath, or shower and kitchen sink, all connectable to sewerage and water facilities.
- 1.5 OWNER shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within the Plat.

2. USE OF PROPERTY:

- 2.1 All Lots 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 lot until the construction plans and specifications and a plan showing the location of the building or structure have been approved by the Developer, as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply 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 (District).
- 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 To maintain the aesthetic qualities desirable in a first class subdivision, each Home will contain modern plumbing facilities, including toilet, bath or shower and kitchen sink, all connectable to the sewerage and water facilities provided by the Developer's designee.
- 2.5 There shall be only one Home on each Lot. All homes must have garages and be of at least 1240 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air-conditioned space. All homes must be constructed with at least a 6" in 12" rise and run roof pitch. The Home shall be a conventionally built home, either site built or prefabricated, which must be placed on the lot 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 eave overhangs and gable overhangs, and all roofing materials shall be shingle or tile materials, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings. Screen cages over pools are allowed. The Home shall be placed on a Lot in conformance with the overall plan of the Developer. The Developer shall have the sole right to build or place, level and hook up the Home on the Lot and designate the placement of the access to the Lot, at the sole cost and expense of the Owner. After the Home has been placed, positioned and hooked up, no replacements, reconnections, disconnections, additions, alterations, or modifications in the locations and utility connections of the Home will be permitted except with the written consent of the Developer.

2.6 Each Home and Lot must contain a concrete driveway, the lawn must be sodded, and a lamppost erected in the front yard of each Lot.

2.7 All outside structures for storage or utility purposes must be attached to the Home. No trucks over 3/4 ton size, boats, or recreational vehicles shall be parked, stored or otherwise remain on any lot or street, except for service vehicles located thereon on a temporary basis while performing a service for a resident. No vehicles incapable of operation shall be stored on any lot nor shall any junk vehicles or equipment be kept on any lot.

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

2.9 It shall be the responsibility of the Owners to keep their Lots neat and clean and the grass cut and edged at all times. The Lot Owner shall have the obligation to mow and maintain all areas up to the street pavement. Persons owning Lots adjacent to a lake shall have the obligation to mow and maintain all areas between their lot line and the actual water even though they may not own that portion of the land. If an Owner does not adhere to this regulation, then the work may be performed on behalf of the Owner by the Developer and the cost shall be charged to the Owner.

2.10 No driveways, walkways, or access shall be located on or permitted on Rio Grande Avenue or Morse Boulevard.

2.11 No building or other improvements shall be made within the easements reserved by the Developer without permission of Developer.

2.12 No person may enter into any wildlife preserve set forth within the areas designated as such in the Development Order entered in connection with the Orange Blossom Gardens West or the Tri-County Villages, Developments of Regional Impact, where such entrance violates the Development Order(s).

2.13 A sign showing the Owner's name will be permitted in common specifications to be set forth by the Developer. No other signs or advertisements will be permitted without the express written consent of the Developer.

2.14 No aeriels, satellite reception dishes, or antennas of any kind are permitted in the Subdivision.

2.15 No fence, barrier, wall or structure of any kind or nature shall be placed on the property without prior written approval of the Developer, and no hedges shall be allowed to grow in excess of four (4) feet in height. Permission must be secured from the Developer prior to the planting or removal of any trees or other shrubs which may affect the rights of adjacent property owners. No tree with a trunk four (4) inches or more in diameter shall be removed or effectively removed through excessive injury without first obtaining permission from the Developer.

2.16 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 erected.

2.17 Developer reserves the right to enter upon all Lots at all reasonable times for the purposes of inspecting the use of said Lot and for the purpose of utility maintenance and the cleaning and maintaining of the Lot if not properly maintained by the Owner.

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

2.19 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.

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

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

2.22 Only one (1) dog may be kept by an Owner, provided, however, that at all times the animal, when not within the confines of the Home, shall be restrained by a leash.

2.23 All garbage will be contained in plastic bags prescribed by the Developer and placed curbside no earlier than the day before scheduled pick-up.

2.24 No children will be permitted to live in the Subdivision under the age of 19 years; however, children will be permitted to visit up to a total of 30 day maximum each year.

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

2.26 Window air-conditioners are prohibited and only central air-conditioners are permissible.

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, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like, necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines, a five (5) foot width along the dividing lines of every building Lot, and ten (10) feet and along every street, road and highway fronting on each Lot.

3.2 Developer reserves the right to extend any streets or roads in said Subdivision or to cut new streets or roads, but no other person shall extend any street or cut any new street over any Lot.

3.3 No Lot may be used as ingress and egress to any other property or turned into a road by anyone other than the Developer.

3.4 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 40D-4, F.A.C. No owner of a Lot within the subdivision which is subject to a Special Easement for Landscaping, as shown on the Plat, shall take any action to prevent the Landscaped Buffer from complying with those provisions of the Sumter County Subdivision regulations requiring Landscaped Buffer areas.

4. SERVICES TO BE PERFORMED BY DEVELOPER OR VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, OR DEVELOPER'S DESIGNEE.

4.1 (a) The developer or its designee shall perpetually maintain the recreational facilities.

(b) Upon acquiring any interest as an Owner of a Lot in the Subdivision, each Owner hereby agrees to pay for water and sewer services to be provided by the Village Center Community Development District, its successors and assigns. The charges for such services shall be billed and paid on a monthly basis. Rates are to be established pursuant to Florida Statutes. Garbage and trash service shall be provided by a carrier selected by the Developer, and the charges therefor shall be paid separately by each Owner. Cable TV may be acquired from a provider of Owner's choice at Owner's expense.

4.2 Each Owner hereby agrees to pay a monthly assessment or charge against each Lot for these services described in Paragraph 4.1(a) above, in the amount per month set forth in such Owner's deed. The maintenance sum 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 end to the Lot and/or Home, the New Owner(s) shall be obligated to pay the prevalent maintenance sum that is then in force and effect for new Owners of Lots in the most recent addition or unit of THE VILLAGES OF SUMTER.

4.3 The monthly assessment or charge set forth in Paragraph 4.2 above 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 month of sale shall be the date of the Contract for Purchase of the Lot. There shall be an adjustment in the monthly assessment or charge in three years and every year subsequent thereto. The adjustment shall be proportional to the percentage increase or decrease in the index from date of sale to three years from said date and each subsequent one year period thereafter. 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.

4.4 Each Owner agrees that as additional facilities are requested by the Owner, and the erection of such additional facilities is agreed to by the Developer, that upon a vote of 1/2 of the Owners approving such additional facilities and commensurate charges therefor, the monthly assessment as provided for the Owner by Paragraph 4.2 shall be increased accordingly without limitations set forth in Paragraph 4.3. For the purpose of all votes, the Developer shall be entitled to one (1) vote for each lot owned by the Developer.

4.5 Said monthly charges for services described above, shall be paid to the Developer, or its designee each month to insure the services provided herein.

4.6 The monthly charges for services described above, shall be due and payable monthly and said charges once in effect will continue from month to month whether or not said Lot is vacant or occupied.

4.7 Mailboxes are provided by the U.S. Postal Service at no cost to Owner, however, those boxes shall be housed by Developer at a one time lifetime charge to Owner of \$100.00 per box. If title to a Lot is transferred, a new charge shall be made to the new Owner. Payment of this fee shall be a condition of the use of the housing provided by Developer. This mailbox fee shall be collectible in the same manner as the maintenance fee and shall constitute a lien against the lot until paid. The mailbox fee may be increased in the same percentages and manner as increases for maintenance fees as set forth in Paragraph 4.3 above.

4.8 Owner does hereby give and grant unto the Developer a continuing lien in the nature of a mortgage upon the Lot of the Owner superior to all other liens and encumbrances, except any institutional first mortgage. This lien shall secure the payment of all monies due the Developer hereunder 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, the 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 Lot and the improvements thereon, granted to an Owner by a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company.

4.9 Purchasers of Lots, as same are defined herein by the acceptance of their deed, together with their heirs, successors and assigns, agree to take title subject to and be bound by, and pay the charge set forth in this Paragraph 4; and said acceptance of deed shall further indicate approval of said charge as being reasonable and fair, taking into consideration the nature of Developer's project, Developer's investment in the recreational area, and in view of all the other benefits to be derived by the Owners as provided for herein.

4.10 Purchasers of Lots further agree, by the acceptance of their deeds and the payment of the purchase price therefor, acknowledge that said purchase price was solely for the purchase of said Lot or Lots, and that said purchasers, their heirs, successors and assigns, shall not have any right, title or claim or interest in and to the recreational area and facilities contained therein or appurtenant thereto, by reason of the purchase of their respective Lots, it being specifically agreed that Developer, its successors and assigns, is the sole and exclusive owner of said facilities.

4.11 Developer reserves the right to enter into a Management Agreement with any person, 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 maintenance of the recreational facilities. Developer agrees, however, that any such contractual agreement between the Developer and a third party shall be subject to all of the terms, covenants and conditions of this Agreement. Upon the execution of said Agreement, Developer shall be relieved of all further liability hereunder.

5. ENFORCEMENT:

If any Lot Owner or persons in possession of said Lots shall violate, or attempt to violate, any of the covenants, conditions and reservations herein, it shall be lawful for the Developer to prosecute any proceedings at law or in equity, against any such person or persons violating or attempting to violate any such covenants, conditions or reservations, either to prevent

him or them from so doing, or to recover damages or any property charges for such violation. Cost of such proceedings, including a reasonable attorney's fee, shall be paid by the party losing said suit.

6. INVALIDITY:

Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

7. DURATION:

The foregoing covenants, restrictions, reservations, and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portions of said lands until the first day of January, 2030 (except as elsewhere herein expressly provided otherwise). After January 1, 2030, said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Developer or his assignee shall be recorded, which instrument shall alter, amend, enlarge, extend or repeal, in whole or part, said covenants, restrictions, reservations and servitudes.

DATED this 25 day of June, 1996.

Witnesses:

Renee B. Dix (Signature of Witness)
Renee B. Dix (Print/Type Name of Witness)
DORIS A. PARR (Print/Type Name of Witness)

THE VILLAGES OF LAKE-SUMTER, INC.

Jennifer L. Parr (Signature)
Jennifer L. Parr, Vice-President

[CORPORATE SEAL]

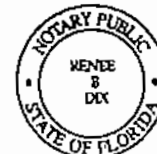
STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 25 day of June, 1996, by Jennifer L. Parr, who is personally known to me and who did not take an oath, the Vice President of THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, on behalf of the corporation.

Renee B. Dix (Signature of Notary Public)
NOTARY PUBLIC - STATE OF FLORIDA
Renee B. Dix (Print Name of Notary Public)

[NOTARY SEAL]

My Commission Expires: 10-19-98
468066 (Serial/Commission Number)



OFFICIAL NOTARY SEAL
COMMISSION NO. CC148266
MY COMMISSION EXP. OCT. 19, 1998

THIS INSTRUMENT PREPARED BY:
Steven M. Roy, Esq.
McIn, Burnsed, Morrison, Johnson, Newman & Roy, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

RETURN-TO:
Martin L. Dzuro, PSM
Grant & Dzuro
1100 Main St.
Lady Lake, Florida 32159

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8.00

AMENDMENT TO
DECLARATION OF RESTRICTIONS FOR
THE VILLAGES OF SUMTER UNIT NO. 17
a Subdivision in Sumter County according to the Plat thereof recorded
Plat Book 4, Page 131, Public Records of Sumter County, Florida

RECORDED IN
PUBLIC RECORDS
SUMTER COUNTY, FLA.

1996 AUG 19 4 16 PM
SARA H. MASON
CLERK OF CIRCUIT COURT
SUMTER COUNTY, FLORIDA

299903

Recitals

- The Villages of Lake-Sumter, Inc., as Declarant, recorded in Official Records Book 597, Pages 25 through 29, Public Records of Sumter County, Florida, DECLARATION OF RESTRICTIONS for the subdivision known as THE VILLAGES OF SUMTER UNIT NO. 17 ("Declaration"), according to the plat recorded in Plat Book 4, Page 131, Public Records of Sumter County, Florida.
- At this time, Declarant wishes to amend the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

The Declaration is amended by deleting paragraph 3. in its entirety and restating paragraph 3. as follows:

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, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like, necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines, a five (5) foot width along the dividing lines of every building Lot (except for the dividing line between Lots 52 and 53 which has no such easement along their common dividing line), and ten (10) feet and along every street, road and highway fronting on each Lot.

Dated this 19th day of August, 1996.

Witnesses:

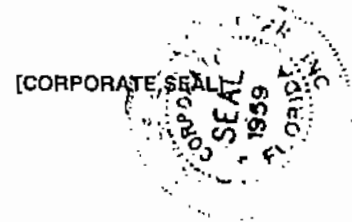
[Signature]
(Signature of Witness)

NICOLE J. BARTH
(Print Name of Witness)

[Signature]
(Signature of Witness)

DORISA PARDO
(Print Name of Witness)

THE VILLAGES OF LAKE-SUMTER, INC.
By: [Signature]
Jennifer L. Parr, Vice President



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 19th day of August, 1996, by Jennifer L. Parr, the Vice President of The Villages of Lake-Sumter, Inc., a Florida corporation.

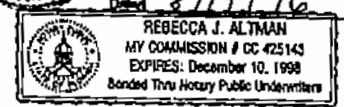
[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Rebecca J. Altman
(Print Name of Notary Public)

My Commission Expires: 08/12/97
December 10 1998
Serial/Commission Number



I HEREBY CERTIFY, that the above and foregoing is a true copy of the original.
SARA H. MASON, Clerk of Circuit Court
By: [Signature] Deputy Clerk
Date: 8/19/96



Personally Known or Produced Identification _____
Type of Identification Produced: _____