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THIS INSTRUMENT PREPARED BY/RETURN TO:
Steven M. Roy, Attorney
McLin, Burnsed, Morrison, Johnson & Robuck, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

STATE OF FLORIDA
CLERK OF THE PUBLIC RECORDS
SUMTER COUNTY, FLORIDA
RECORDS CENTER
JAN 19 11 32 AM '94

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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. 5, a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book 4, Pages 107, 107A & B of the Public Records of Sumter County, Florida.

THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, whose post office address is 1200 Avenida Central, 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. Nothing in this Declaration shall impose any covenant, restriction, reservation, easement or servitude upon the property described as Tract 7 of said subdivision:

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. 5, recorded in Plat Book 4, pages 107, 107A & B, 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.
- 2.3 The Developer's approval or disapproval as required in these covenants shall be in writing. In the event that 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. Each Home must have a garage. No carports are permitted in the subdivision. Only homes of at least 1200 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air-conditioned space, and homes with at least 6" in 12" rise and run roof pitch, shall be placed on any Lot. The Home shall be a conventionally built home, either site built or prefabricated, which must be constructed by Developer or its designee of a design approved by Developer as being harmonious with the development as to color, construction materials (including stucco finish), design, size and other qualities. Each Home must have eave overhangs and gable overhangs, and all roofing materials shall be shingle materials over all areas including garages, utility rooms, screen porches etc., and all areas must have ceilings. 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 location 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 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). 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 District pursuant to Chapter 40D-4.

2.9 Commercial and/or professional activities may not be conducted in a Home or on a Lot.

2.10 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. 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.

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

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

2.13 No unauthorized 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 Development of Regional Impact.

2.14 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.

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

2.16 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.

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

2.18 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.

2.19 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.

2.20 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.

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

2.23 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.

2.24 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.

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

2.26 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.

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

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

3. EASEMENTS, RIGHTS-OF-WAY, BUFFERS AND CONSERVATION AREAS:

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, wall fencing on adjoining property, 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 and a five (5) foot width along the dividing lines of every building Lot and along every street, road and highway fronting on said 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.

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

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 and 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 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, originally granted to an Owner by a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company intended to finance the purchase of the Lot and/or improvements.

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 11th day of JAN., 1994.

Witnesses:

Dee B. Wilson
(Signature of Witness)

Dee B. Wilson
(Print/Type Name of Witness)

Martin L. Dzurro
(Signature of Witness)

MARTIN L. DZURRO
(Print/Type Name of Witness)

THE VILLAGES OF LAKE-SUMTER, INC.

By H. Gary Morse
H. Gary Morse, Vice-President

[CORPORATE SEAL]



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 11th day of JAN., 1994, by H. Gary Morse, 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.

Dee B. Wilson

NOTARY PUBLIC - STATE OF FLORIDA

(Signature of Notary Public)

Dee B. Wilson

(Print Name of Notary Public)

[NOTARY SEAL]

My Commission Expires: 10-19-94

CC047472

(Serial/Commission Number)



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6.00

THIS INSTRUMENT PREPARED BY:
R. Dewey Burnsed, Attorney at Law/klo
McLin, Burnsed, Morrison, Johnson & Robuck, P.A.
P.O. Box 491357
Leesburg, Florida 34749-1357

SARA H. MASON
CLERK OF CIRCUIT COURT
3rd Floor
D.C.

FILED AND RECORDED WITH
PUBLIC RECORDS OFFICE
SUMTER COUNTY, FLA.
RECORDS VERIFIED
JAN 28 11 11 AM '94

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AFFIDAVIT - SUMTER COUNTY

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, personally appeared William S. Barley, who after being first duly sworn, deposes and states:

1. That Affiant is a registered land surveyor in the State of Florida under R.L.S. Number 3815.
2. That Affiant is familiar with the location of the real property described as: The Villages of Sumter Unit 5, according to the plat thereof as recorded in Plat Book 4, Pages 107, 107-A and 107-B, Public Records of Sumter County, Florida, hereinafter referred to as the "property".
3. That none of the lots within the subdivision lie within the flood hazard area according to the Federal Emergency Management Agency's "Flood Insurance Rate Map", community-panel number(s) 120296-0075-B with the exception of the following lots: 1 - 55, 64 - 69. As a result of the change in topography made during subdivision construction, these lots are no longer Flood Prone.

FURTHER, Affiant sayeth naught.

Red-7

FARNER, BARLEY & ASSOCIATES, INC.

William S. Barley
William S. Barley, P.L.S.
Florida Certificate No. 3815

530 N. University
Gainesville, Fla 32778

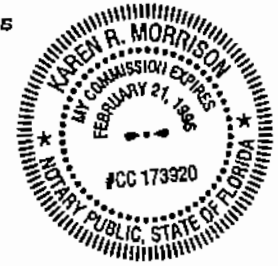
Sworn to and subscribed before me this
28th day of January, 1994.

Karen R. Morrison
Notary Public - State of Florida
(Signature of Notary Public)

Karen R. Morrison
(Printed Name of Notary Public)

#CC 173920
(Serial/Commission Number)

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



STATE OF FLORIDA, COUNTY OF SUMTER
I HEREBY CERTIFY, that the above and foregoing is
a true copy of the original.
SARA H. MASON, Clerk of Circuit Court
By Wendy R. Bell Deputy Clerk
Dated 1-28-94