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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. 37, a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book 5, Pages 37-37b, of the Public Records of Sumter County, Florida.

THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, whose post office address is 1100 Main Street, The Villages, Florida 32159 (hereinafter referred to as "Developer"), the owner of all the foregoing described lands, does hereby impress on each Lot in the Subdivision (and not upon any Tracts within 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 THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, its successors and assigns.

1.2 SUBDIVISION shall mean the Plat of THE VILLAGES OF SUMTER UNIT NO. 37, recorded in Plat Book 5, pages 37-37b, of the Public Records of Sumter County, Florida.

1.3 LOT 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.

1.4 HOME shall mean a detached single family dwelling.

1.5 OWNER shall mean 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. 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 All Homes will contain modern plumbing facilities connected to the wastewater and potable water systems 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 and 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 patios and 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 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 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.

2.6 When a building or other structure has been erected or its construction substantially advanced and the building is located on any Lot or building plot in a manner that constitutes a violation of these covenants and

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restrictions, the Developer may release the Lot or building plot, or parts of it, from any part of the covenants and restrictions that are violated.

2.7 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.

2.8 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.

2.9 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.

2.10 It shall be the responsibility of the Owners to keep their Lots neat and clean and the grass cut, irrigated 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, or adjacent to a wildlife preserve, shall have the obligation to mow and maintain all areas between their lot line and the actual water line, and between their 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 Lots adjacent to a lake shall perpetually maintain the Lakeside Landscaping Easement and will not remove or destroy any landscape thereon originally installed by the Developer without the Developer's advance written approval, and will promptly replace all dead foliage located therein. 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 Except as originally constructed by the Developer, no driveways, walkways, or access shall be located on or permitted on Rio Grande Avenue, Buena Vista Boulevard, Talley Ridge Drive, El Camino Real, Archer Avenue, Southern Trace, Morse Boulevard, or County Road 101.

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

2.13 Except as permitted in the Development Orders entered in connection with the Orange Blossom Gardens West or the Tri-County Villages, Developments of Regional Impact, no person may enter into any wildlife preserve set forth within the areas designated as such in those Development Orders.

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 Aerials, satellite reception dishes, and antennas of any kind are prohibited within the Subdivision to the extent allowed by law.

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 other 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.

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

2.22 The Developer reserves the right to establish such other reasonable rules and regulations covering the utilization of 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.

2.23 Birds, fish, small dogs and cats shall be permitted, with a maximum of two (2) pets per Lot. Each Owner shall be personally responsible for any damage caused the common 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 Lot or on the common area.

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

2.25 The Subdivision is an adult community designed to provide housing for persons 55 years or 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 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 Lots 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 promulgated 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.

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 and for the maintenance of fencing upon adjoining wildlife preserves. 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. 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.

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 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. Owners of Lots 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 practice. No owner of a Lot which is subject to a Special Easement for Landscaping 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 provide 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 Little Sumter Utility Company, its successors and assigns. The charges for such services shall be billed and paid on a monthly basis. Garbage and trash service shall be provided by a carrier designated by the Developer, and the charges therefor shall be paid separately by each Owner. Owner agrees that garbage and trash service shall commence on the closing date the Owner purchases Owner's Lot 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. Cable TV may be acquired from a provider of Owner's choice at Owner's expense.

4.2 Each Owner hereby agrees to pay to the Developer, or its designee, a monthly fee or charge ("Amenities Fee") against each Lot for these services described in Paragraph 4.1(a) above, in the amount per month set forth in the Owner's deed. The 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 Lot and/or Home, the New Owner(s) shall be obligated to pay the prevalent Amenities Fee 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 Amenities Fee 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 Amenities Fee 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 1/3 of the Owners approving such additional facilities and commensurate charges therefor, the monthly Amenities Fee 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 The Amenities Fee for services described above, shall be paid to the Developer, or its designee each month.

4.6 The monthly Amenities Fee described above, shall be due and payable monthly and said charges once in effect will continue from month to month whether the Owner's 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 Amenities 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 Amenities Fee 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, which lien shall have priority as of the recording of this Declaration, and is 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 by an Owner to a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company.

4.9 Purchasers of Lots, 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 charges set forth in this Paragraph 4; and acceptance of deed shall further indicate approval of the charge as being reasonable and fair, taking into consideration the nature of Developer's project, Developer's investment in the recreational, common and security areas and facilities, 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 the purchase price was solely for the purchase of their Lot or Lots, and that the owners, their heirs, successors and assigns, do not have any right, title or claim or interest in and to the recreational, common or security areas or facilities contained therein or appurtenant thereto, by reason of the purchase of their respective Lots, it being specifically agreed that, (1) the Developer, its successors and assigns, is the sole and exclusive owner of the areas and facilities, and (2) the Amenities Fee is a fee for services and is in no way adjusted according to the cost of providing those services.

4.11 Developer reserves the right to enter 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 maintenance of the recreational, common and security areas and 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 Declaration. Upon the execution of any Management Agreement, Developer shall be relieved of all further liability hereunder.

5. ENFORCEMENT:

If any Lot Owner or persons in possession of a Lot violates, or attempts 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.

8. AMENDMENTS:

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.

DATED this 8 day of March, 2000.

Witnesses:

Merrisa Morris
(Signature of Witness)

MERRISSA MORRIS
(Print/Type Name of Witness)

Martin L. Dzuro
(Signature of Witness)

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

THE VILLAGES OF LAKE-SUMTER, INC.

By: Jennifer L. Parr
Jennifer L. Parr, Vice-President

[CORPORATE SEAL]



STATE OF FLORIDA
COUNTY OF LAKE

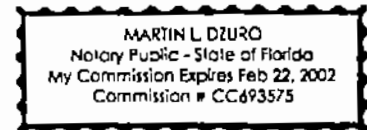
The foregoing Declaration of Restrictions was acknowledged before me this 8 day of March, 2000, by Jennifer L. Parr, who is personally known to me and who did not take an oath, the Vice President of THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, on behalf of the corporation.

Martin L. Dzuro
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

[NOTARY SEAL]

MARTIN L. DZURO
(Print Name of Notary Public)

2/22/02
My Commission Expires
CC693575
(Serial/Commission Number)



THIS INSTRUMENT PREPARED BY:
Steven M. Roy, Esq.
McLin, Burnsed, Morrison, Johnson, Newman & Roy, P.A.
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The Villages, Florida 32158

