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SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
06/26/2008 08:57:25AM  
RESTRICTIONS

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B-1966 P-221

2008 17562

FILED FOR THE COUNTY CLERK OF SUMTER COUNTY, FLORIDA

Village of Ft. Charles  
Dist. 8

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

TO THE PUBLIC

DECLARATION OF RESTRICTIONS RELATING TO:

THE VILLAGES OF SUMTER UNIT NO. 150, a subdivision in Sumter County,  
Florida, according to the plat thereof as recorded in Plat Book 10, Pages  
29-29 A+B, of the Public Records of Sumter County, Florida.

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

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, designees and assigns.
- 1.2 SUBDIVISION shall mean the Plat of the VILLAGES OF SUMTER UNIT NO. 150,  
recorded in Plat Book 10, Pages 29-29 B of the Public Records of Sumter County, Florida.
- 1.3 HOME shall mean a detached single family dwelling.
- 1.4 HOMESITE shall mean any plot of land shown upon the Plat which bears a numerical  
designation, but shall not include Tracts or other areas not intended for a residence.
- 1.5 OWNER shall mean the record owner, whether one or more persons or entities, of the  
fee simple title to any Homesite within the Plat.
- 1.6 DISTRICT shall mean the Village Community Development District No. 8, a community  
development district created pursuant to Chapter 190, Florida Statutes.

2. COVENANTS, CONDITIONS AND RESTRICTIONS:

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

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

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

2.4 There shall be only one Home on each Homesite. All Homes must have garages and be  
of at least 1240 square 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. Homes  
constructed by Developer may deviate from the minimum square footage and roof pitch requirements detailed  
herein. The Home shall be a conventionally built Home and which must be placed on the Homesite and constructed  
by the Developer, or its designee, of a design approved by the Developer as being harmonious with the development  
as to color, construction materials, design, size and other qualities. Each Home must have eave overhangs and gable  
overhangs, and all roofing materials shall be approved by the Developer, including the roof over garages, screen  
porches, utility rooms, etc., and all areas must have ceilings. Screen cages over patios and pools are allowed. The  
Home shall be placed on a Homesite in conformance with the overall plan of the Developer. The Developer shall  
have the sole right to build the Home on the Homesite and designate the placement of the access to the Homesite,  
at the sole cost and expense of the Owner.

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BY THE COURT AND THE CLERK OF CIRCUIT COURT

2.5 After the Home has been constructed, no reconstruction, additions, alterations, or modifications to the Home, or in the locations and utility connections of the Home will be permitted except with the written consent of the Developer, or an architectural review committee appointed by the Developer. No Owner, other than Developer shall undertake any such work without the prior written approval of the plans and specifications thereof by the Developer or architectural review committee appointed by the Developer. The Developer or an architectural review committee designated by the Developer shall grant its approval only in the event the proposed work (a) will benefit and enhance the entire Subdivision in a manner generally consistent with the plan of development thereof and (b) complies with the construction plans for the surface water management system pursuant to Chapter 40 D-4, F.A.C., approved and on file with SWFWMD.

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

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

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

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

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

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

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









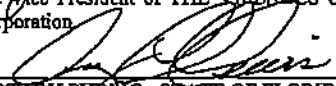





FILED FROM SUMMER COUNTY WITH THE NOTARY PUBLIC OFFICE ON 06/26/08

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing Declaration of Restrictions was acknowledged before me this day 11<sup>th</sup> of June, 2008, by Martin L. Dzuro, 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.


  
\_\_\_\_\_  
NOTARY PUBLIC - STATE OF FLORIDA  
(Signature of Notary Public)  
Print Name of Notary Public: AMY L. LEWIS  
My Commission Expires: \_\_\_\_\_  
Serial/Commission Number: \_\_\_\_\_

[NOTARY SEAL]  
 AMY L. LEWIS  
MY COMMISSION # 0076757  
EXPIRES: June 21, 2012  
Recalled Time Budget History Services

THIS INSTRUMENT PREPARED BY:  
Erick D. Langenbrunner, Esq./all  
McLin & Burnsed P.A.  
PO Box 1299  
The Villages, Florida 32158-1299

✓ RETURN TO:  
Martin L. Dzuro, PSM  
Grant & Dzuro  
1071 Canal Street  
The Villages, Florida 32162

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Revised: June 10, 2002  
Printed: June 10, 2008

 STATE OF FLORIDA, COUNTY OF SUMTER  
I HEREBY CERTIFY, that the above and foregoing is a true copy of the original  
CLERK OF CIRCUIT COURT  
Gloria Hayward  
Date: June 26, 2008  
Signed: Gloria Hayward