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SUNTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
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RESTRICTIONS

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2008 24036

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

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

TO THE PUBLIC

DECLARATION OF RESTRICTIONS RELATING TO:

THE VILLAGES OF SUMTER UNIT NO. 167, a subdivision in Sumter County,
Florida, according to the plat thereof as recorded in Plat Book 11, Pages
9-9A, 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. 167, recorded in Plat Book 11, Pages 9-9A 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.
- 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

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

2.15 Except as permitted in the Development Orders entered into in connection with the Villages of Sunter, a Development of Regional Impact, no person may enter into any wildlife preserve set forth within the areas designated as such in those Development Orders.

2.16 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 Developer, 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 Home and only visible through a window of the Home. Lawn ornaments are prohibited, except for seasonal displays not exceeding a thirty (30) day duration.

2.17 Aerials, satellite reception dishes, and antennas of any kind are prohibited within the Subdivision to the extent allowed by law. The location of any approved device will be as previously approved by the Developer in writing.

2.18 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 Developer. 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.

2.19 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.

2.20 Developer reserves the right to enter upon Homesites at all reasonable times for the purposes of inspecting the use of the Homesite and for the purpose of maintaining utilities located thereon.

2.21 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.

2.22 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.

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

2.24 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 dedicated or reserved areas 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 dedicated or reserved areas.

2.25 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 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 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 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.

2.28 The Developer reserves the right to establish such other reasonable rules and regulations

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(d) The Contractual Amenities Fee for services described above, shall be paid to the Developer, or its designee each month and said charges once in effect will continue from month to month whether the Owner's Homesite is vacant or occupied.

(e) Owner does hereby give and grant unto the Developer a continuing lien in the nature of a mortgage upon the Homesite 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 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 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 Homesite 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.

(f) Purchasers of Homesites, 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 herein 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 areas, security facilities, or dedicated or reserved areas, and in view of all the other benefits to be derived by the Owners as provided for herein.

(g) Purchasers of Homesites further agree, by the acceptance of their deeds and the payment of the purchase price therefore, 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 areas, security facilities, dedicated or reserved areas or facilities contained therein or appurtenant thereto, by reason of the purchase of their respective Homesites, 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 Contractual Amenities Fee is a fee for services and is in no way adjusted according to the cost of providing these services.

(h) 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 areas, security facilities, and dedicated or reserved areas. 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.

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4.2 Water Resources. In order to preserve, conserve and efficiently utilize precious water resources all Homesites within the Subdivision have been designed and constructed with two completely separate water systems. One system provides utility irrigation water and the other system provides potable water for drinking and all other uses.

(a) Potable water and wastewater utility systems. All Homesites will contain modern plumbing facilities connected to the wastewater and potable water systems provided by North Sumner Utility Company, L.L.C., its successors and assigns ("NSU"). Upon acquiring any interest as an Owner of a Homesite in the Subdivision, each Owner hereby agrees to pay for water and sewer services provided by NSU. The charges for such services shall be billed and paid on a monthly basis. Private wells are prohibited.

(b) Irrigation Water Utility Systems. The Villages Water Conservation Authority, L.L.C., its successors and assigns ("VWCA"), is the provider of all irrigation water within the Subdivision. Upon acquiring any interest as an Owner of a Homesite in the Subdivision, each Owner hereby agrees to pay for irrigation water services provided by VWCA. The charges for such services shall be billed and paid on a monthly basis. Owners are prohibited from utilizing or constructing private wells or other sources of irrigation water within the Subdivision. Potable water may not be used for irrigation, except that supplemental irrigation with potable water is limited to annuals and the isolated treatment of heat stressed areas. All supplemental irrigation utilizing potable water must be done with a hose with an automatic shutoff nozzle. Use of sprinklers on a hose connection is not permitted.

(i) Irrigation Use Only. The irrigation water provided by VWCA is suitable for irrigation purposes only. The irrigation water can not be used for human or pet consumption, bathing, washing, car washing or any other use except for irrigation. Owners covenant to ensure that no one on the Homesite uses irrigation water for any non-irrigation purpose. The Owner agrees to indemnify and hold the Developer, VWCA, and their officers, directors, and related entities harmless from any injury or damage resulting in whole or in part from the use of irrigation water or the irrigation system in a manner prohibited by Section 4.2(b).

(ii) Operation of the Irrigation System. The irrigation water distribution system is not a water on demand system. Upon purchasing a Home from Developer, Owner will receive a schedule of dates and times during which irrigation water service will be available for the Homesite ("Irrigation Water Service Schedule"). The Irrigation Water Service Schedule shall continue unaltered until such time as Owner is notified of changes to the Irrigation Water Service Schedule with Owner's monthly bill for irrigation water service or otherwise.

The Irrigation Water Service Schedule shall be determined solely by VWCA, based upon many factors including environmental concerns and conditions, recent precipitation, and any water restrictions that may be instituted.

The Owner of the Homesite shall regulate the irrigation water service to the Homesite and will be responsible for complying with the Irrigation Water Service Schedule. If Owner repeatedly fails to comply with the Irrigation Water Service Schedule, VWCA may enter onto the Homesite, over and upon easements hereby reserved in favor of VWCA, and install a control valve to compel Owner's compliance with the Irrigation Water Service Schedule, with all costs related thereto being charged to Owner.

If new landscaping is installed on a Homesite, the Owner may allow additional irrigation water service at the Homesite to supplement the Irrigation Water Service Schedule ("Supplemental Irrigation Water Service"), during the grow-in period, which is typically thirty (30) days. Supplemental Irrigation Water Service at a Homesite may not exceed thirty (30) minutes of irrigation water service per day, during the grow-in period, in addition to the Irrigation Water Service Schedule. VWCA reserves the right to suspend Supplemental Irrigation Water Service at Homesites. Unless the Owner is notified of suspension or termination of the Supplemental Irrigation Water Service, Owner need not notify VWCA of their intention to utilize Supplemental Irrigation Water Service.

(iii) **Ownership and Maintenance.** The Owner of a Homesite shall own and maintain the irrigation water distribution system downstream from the water meter measuring the amount of irrigation water supplied to the Homesite. VWCA shall own and maintain the irrigation water supply system upstream from, and including, the water meter measuring the amount of irrigation water supplied to the Homesite (the "VWCA Water Supply System"). Prior to commencing any underground activity which could damage the VWCA Water Supply System, the Owner shall contact VWCA to determine the location of the VWCA Water Supply System. Any damage to the VWCA Water Supply System shall be repaired by VWCA at the sole cost of the Owner.

(iv) **Identification of Irrigation System.** The irrigation water distribution pipes are color-coded for identification with Pantone Purple 522C, which is lavender in color, or a similar colorant. Owner hereby covenants and agrees not to paint any portion of the Owner's Irrigation System so as to obscure the color-coding

4.3 Solid Waste Disposal

(a) 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 designated by the Developer, and the charges therefore shall be paid separately by each Owner. Owner agrees that garbage and trash services 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. Developer reserves the right to require all Owner's to participate in a curbside recycling program if and when one is instituted.

(b) 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.

(c) Once placed curbside for collection, all garbage will be contained in plastic bags prescribed by the Developer and placed curbside no earlier than the day before scheduled pick-up.

4.4 **Mailboxes.** 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 Developer at a one time lifetime charge to Owner of \$190.00 per box. If title to a Homesite is transferred, a new charge shall be made to the new Owner at the then prevailing mailbox fee being charged to new Owners of Homesites in the most recent addition or unit of the VILLAGES OF SUMTER. 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 Contractual Amenities Fee and shall constitute a lien against the Homesite until paid. The mailbox fee may be increased in the same percentages and manner as increases for Contractual Amenities Fee as set forth in Paragraph 4.1 above.

4.5 **District.** The District will provide maintenance for the Tracts conveyed to the District pursuant to the plat of the Subdivision.

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

SUMTER COUNTY, FLORIDA
GLORIA MAYNARD, CLERK OF CIRCUIT COURT
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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 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 Developer, or any Owner until the first day of January 2038 (except as elsewhere herein expressly provided otherwise). After the first day of January 2038, 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 its assignee shall be recorded, which instrument shall alter, amend, enlarge, extend or repeal, in whole or in part, said covenants, restrictions, reservations and servitude.

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 18th day of August, 2008.

WITNESSES:

Amy L. Lewis
Print Name AMY L. LEWIS
Gayle L. Nolan
Print Name Gayle L. Nolan

THE VILLAGES OF LAKE-SUMTER, INC.

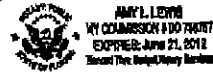
By: *John R. Grant*
John R. Grant, Vice President

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The foregoing Declaration of Restrictions was acknowledged before me this day 18th of August, 2008 by John R. Grant, 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: 6/21/12
Serial/Commission Number: 150788757

[NOTARY SEAL]



THIS INSTRUMENT PREPARED BY:
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RETURN TO:
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Noted: August 18, 2008
Printed: August 18, 2008