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SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
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RESTRICTIONS B-1997 P-297
2008 26413

D8
Unit 173

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

TO THE PUBLIC

DECLARATION OF RESTRICTIONS RELATING TO:

VILLAGES OF SUMTER CREEKSIDE LANDING UNIT NO. 173, a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book 11, Pages 10 - 10A, of the Public Records of Sumter County, Florida (the "Plat").

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 DISTRICT shall mean the Village Community Development District No. 8, a community development district created pursuant to Chapter 190, Florida Statutes.

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 SUBDIVISION shall mean the Plat of the VILLAGES OF SUMTER CREEKSIDE LANDING UNIT NO. 173, recorded in Plat Book 11, Pages 10-10A of the Public Records of Sumter County, Florida.

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 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 40D-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 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 on or 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 on or adjoining the Owners Homesite whether on the Owners 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. If an Owner does not adhere to this regulation, then the work may be performed on behalf of the Owner by the Developer, but the Developer shall not be obligated to perform such work, and the cost shall be charged to the Owner. Owner of Homesite 20 shall be responsible for maintaining the top, interior and structural integrity of the security perimeter wall running along the easterly portion of Homesite 20.

2.13 Except as originally constructed by the Developer, no driveways, walkways, cartpaths or access shall be located on or permitted to any road right-of-way, walkway or cartpath.

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 Sumter, 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 seasons 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

covering the utilization of Homesites 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.

2.29 If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild repair, or reconstruct such residence and walls in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within eight (8) months after the damage occurs, unless prevented by governmental authority. Such reconstruction is subject to the provisions of these restrictions.

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, sanitary, sewer, storm drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 ½) foot width along the rear lines, a ten (10) foot width along the front line, and a five (5) foot width along the side lot lines of every Homesite. Such easements along the rear Homesite lines shall also permit a community development district to enter upon such easement area to maintain the security wall on the Homesite or the adjoining property. Developer reserves the right to remove, relocate, or reduce such easements by recording in the Public Records of Sumter County, Florida an amendment to this Declaration which is duly executed by Developer. 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. All utility providers are responsible for repairing the grading and landscape being disturbed pursuant to any utilization of such easements.

3.2 Developer reserves the right to extend any streets or roads in said Subdivision or to create new streets or roads, but no other person shall extend any street or create any new street over any Homesite and no Homesite may be used as ingress and egress to any other property.

3.3 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. Owner shall be responsible for maintaining designated flow paths for side and rear Homesite drainage as shown on the construction plans for the surface water management system approved and on file with SWFWMD and if such maintenance of designated flow paths is not properly undertaken by Owner, then the District may enter onto the Homesite and reconstruct the intended flow pattern and assess the Owner for such expense. Owners of Homesites 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 Homesite which is subject to a Special Easement for Landscaping shall take any action to prevent the Landscaped Buffer from complying with the provisions of the Development Order and those provision of the Sumter County Subdivision regulations requiring Landscaped Buffer areas.

4. SERVICES TO BE PERFORMED BY DEVELOPER, THE DISTRICT, OR THEIR DESIGNEES OR ASSIGNEES AND THE CONTRACTUAL AMENITIES FEE.

4.1 Contractual Amenities Fee. The Developer or its designee shall perpetually provide the recreational facilities.

(a) Each Owner hereby agrees to pay to the Developer, or its designee, a monthly fee or charge ("Contractual Amenities Fee") against each Homesite for these services described herein, in the amount per month set forth in the Owner's deed. The Contractual 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 Homesite and/or Home, the New Owner(s) shall be obligated to pay the prevalent Contractual Amenities Fee that is then in force and effect for new Owners of Homesites in the most recent addition or unit of the VILLAGES OF SUMTER.

(b) The monthly Contractual Amenities Fee set forth herein 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 ("Index"). The month of sale shall be the date of the Contract for Purchase of the Homesite. There shall be an annual adjustment in the monthly Contractual Amenities Fee. The adjustment shall be proportional to the percentage increase or decrease in the Index. 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.

(c) 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 ½ of the Owners approving such additional facilities and commensurate charges therefore, the monthly Contractual Amenities Fee provided for herein shall be increased accordingly. For the purpose of all votes, the Developer shall be entitled to one (1) vote for each Homesite owned by the Developer.

(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 those 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.

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

(a) **Potable water and wastewater utility systems.** All Homes will contain modern plumbing facilities connected to the wastewater and potable water systems provided by North Sumter 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 service 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.

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 his 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 16th day of September, 2008.

WITNESSES:

THE VILLAGES OF LAKE-SUMTER, INC.

By: _____
Martin L. Dzuro, Vice President

Print Name: AMY L. LEWIS

Print Name: Gayle L. Nolen

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing Declaration of Restrictions was acknowledged before me this day 16th of Sept., 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 Pubic: AMY L. LEWIS
My Commission Expires: _____
Serial/Commission Number: _____

[NOTARY SEAL]

AMY L LEWIS
MY COMMISSION # DD 788757
EXPIRES: June 21, 2012
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Erick D. Langenbrunner, Esq./jag
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

O:\User\TR\VLS\Restrictions\Creekside Landing Unit 173.wpd
Revised: September 16, 2008
Printed: September 16, 2008

STATE OF FLORIDA, COUNTY OF SUMTER
I HEREBY CERTIFY, that the above and foregoing is a true copy of the original
GLORIA R. HAYWARD, Clerk of Circuit Court
By: Deputy Clerk
Date: 9-25-08

Inst:201060028390 Date:10/21/2010 Time:2:16 PM
DC,Gloria R. Hayward,Sumter County Page 1 of 1 B:2243 P:810

AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR THE VILLAGES OF SUMTER
UNIT NO. 173

a subdivision in Sumter County, Florida according to the Plat thereof as recorded in Plat Book 11, Pages 10 through 10A, Public Records of Sumter County, Florida.

RECITALS

A. On September 25, 2008, The Villages of Lake-Sumter, Inc., as Developer, recorded in Official Records Book 1997, Page 297, Document No. 2008-26413, Public Records of Sumter County, Florida, a DECLARATION OF RESTRICTIONS for the subdivision known as the VILLAGES OF SUMTER UNIT NO. 173, according to the plat recorded in Plat Book 11, Pages 10 through 10A, Public Records of Sumter, County, Florida ("Declaration").

B. At this time, Developer wishes to amend the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

1. The Declaration is amended by deleting paragraph 4.5 in its entirety and restating paragraph 4.5 as follows:

"4.5 **District.** The District will provide maintenance for (a) the tracts conveyed to the District pursuant to the Plat of the Subdivision, and (b) the exterior of the wall fence located along the northerly side lot line of Homesite 1."

2. Except as herein amended, all other terms and provisions of the Declaration remain unamended and in full force and effect.

Dated this 15th day of Oct., 2010.

Witnesses:

Print Name Vicki C. Suber

Print Name Jennifer A. Peters

THE VILLAGES OF LAKE-SUMTER, INC.

By: Martin L. Dzuro, Vice President

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me the 15th day of Oct., 2010, by Martin L. Dzuro, the Vice President of The Villages of Lake-Sumter, Inc., a Florida corporation, who is personally known to me.

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public) Vicki C. Suber

(Print Name of Notary Public)
My Commission Expires:

Serial/Commission Number)

VICKI C. SUBER
Commission DD 677141
Expires September 22, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

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