

Prepared by and return to:  
Erick D. Langenbrunner, Esq./lw  
McLin & Burnsed P.A.  
P.O. Box 1299  
The Villages, FL 32158-1299

Rec 10.<sup>00</sup>  
copy 1  
11<sup>00</sup>

**FIRST AMENDMENT TO THE  
DECLARATION OF RESTRICTIONS  
FOR THE VILLAGES OF SUMTER  
UNIT NO. 182**

a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book 14, Pages 27 through 27B, of the Public Records of Sumter County, Florida.

A. On April 12, 2013, The Villages of Lake-Sumter, Inc., as Declarant, recorded in Official Records Book 2594, Page 136, bearing Instrument Number 201360013071, Public Records of Sumter County, Florida, a DECLARATION OF RESTRICTIONS for the subdivision known as VILLAGES OF SUMTER UNIT NO. 182 ("Declaration"), according to the plat recorded in Plat Book 14, Page 27 through 27B, Public Records of Sumter County, Florida.

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

NOW, THEREFORE, the Declaration is amended as follows:

1. The Declaration is amended by deleting the sentence in Section 2.12 that reads, "Additionally, for those Owners of Homesites adjoining perimeter security walls, gates, or fences originally constructed by the Developer, Owners shall be responsible for maintenance and repairs of the surface and structural integrity of the walls, gates, and fences adjoining the Owners Homesite whether on the Owners Homesite or on an adjacent Homesite, reserved area or dedicated area, provided however, the Owners of Homesites 22 through 24, 38 through 40, 43, 44, 47 through 49, and 53 through 64 shall not be obligated to maintain or repair the fence located on Tract A of the Plat.", and replacing it with the following:

"Additionally, for those Owners of Homesites adjoining perimeter security walls, gates, or fences originally constructed by the Developer, Owners shall be responsible for maintenance and repairs of the surface and structural integrity of the walls, gates, and fences adjoining the Owners Homesite whether on the Owners Homesite or on an adjacent Homesite, reserved area or dedicated area, provided however, the Owners of Homesites 22 through 24, 38 through 40, 43, 44, 47 through 49, and 55 shall not be obligated to maintain or repair the fence located on Tract A of the Plat, and the Owners of Homesites 56 through 62 shall not be obligated to maintain or repair the top, exterior, or structure of the wall located on Tract A of the Plat."

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

EXECUTED this 4<sup>th</sup> day of March, 2014.

Signed Sealed and Delivered  
in the presence of:

Laci Wenk  
Print Name: Laci Wenk

Meg Moser  
Print Name: Meg Moser

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

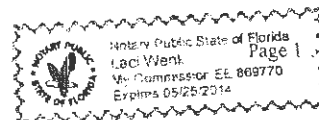
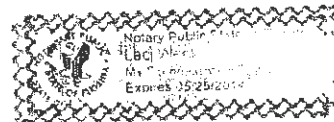
by: Martin L. Dzuro  
Martin L. Dzuro, Vice President

Address of The Villages of Lake-Sumter, Inc.:  
1020 Lake Sumter Landing, The Villages, FL 32162

**STATE OF FLORIDA  
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2014, by Martin L. Dzuro as Vice President of and on behalf of THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, who is personally known to me and who did not take an oath.

Laci Wenk  
NOTARY PUBLIC - STATE OF FLORIDA  
Printed Name: Laci Wenk  
My Commission Expires: 5/25/14  
Serial/Commission Number: EE8269770



86.50  
10.00 copy  
96.50

Prepared by and return to:  
Erick D. Langenbrunner, Esq./Uw  
McLin & Burns P.A.  
P.O. Box 1299  
The Villages, FL 32158-1299

Instr:201460022504 Date:7/18/2014 Time:1:48 PM  
DC, Gloria R. Hayward, Sumter County Page 1 of 10 B:2812 P:7



## AMENDMENT TO DECLARATIONS OF RESTRICTIONS

THIS AMENDMENT TO DECLARATIONS OF RESTRICTIONS (the "Amendment") is made as of this 15<sup>th</sup> day of July, 2014, by THE VILLAGES OF LAKE-SUMTER, INC. ("Developer") whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162.

### RECITALS

A. The Villages of Lake-Sumter, Inc. ("Developer") is the developer of those residential subdivisions described in the attached *Exhibit "A"* (each, a "Subdivision" and collectively, the "Subdivisions").

B. Developer executed and recorded a separate Declaration of Restrictions in connection with each Subdivision, which, among other things, contains use restrictions affecting Owner's uses of their Homes and Homesites (each Declaration of Restrictions affecting every Subdivision is also described in the attached *Exhibit "A"*, and is referred to herein each as a "Declaration" and collectively, the "Declarations").

C. Every Declaration contains the following provision (the "Landscape Clause"):

"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."

D. Developer did not intend for the Landscape Clause to prevent Owners from making improvements to their Homesites if the construction, installation, and maintenance of such improvements was all performed in accordance with the other restrictions set forth in the application Declaration, however, Developer has been notified that the Landscape Clause, when strictly interpreted, may entirely prevent the construction of all such improvements.

E. Therefore, at this time, pursuant to the rights reserved by Developer in each Declaration to amend the Declarations, and in order to clarify the Developer's intent with respect to the Landscape Clause, Developer hereby amends all of the Declarations as follows:

**NOW THEREFORE**, the Recitals set forth above are hereby incorporated herein by reference, and the Declarations are all hereby amended as follows:

1. **Amendment to Landscape Clause.** The Landscape Clause, as it appears in each Declaration, is hereby amended and restated as follows:

"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: (a) the construction, installation, and maintenance of structures, additions, and other improvements to Owner's Homes and Homesites shall not be deemed a violation of the foregoing sentence if such improvements and activities are first approved by the Developer, in accordance with the other provisions set forth in this Declaration; and (b) Owners are encouraged to and may add and replace 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 the prior written approval from Developer."

2. **Defined Terms.** Terms that are capitalized but not specifically defined herein shall have the meaning given to them in the Declarations.

IN WITNESS WHEREOF, the Developer has executed this Amendment to Declarations of Restrictions the day and year first above written.

Witnesses:

Laci Wenk  
Print Name Laci Wenk  
Amy L. Young  
Print Name Amy L. Young

DEVELOPER:

The Villages of Lake-Sumter, Inc., a Florida corporation  
By: [Signature]  
Name: Martin W. Dzuro  
Title: Vice President

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2014, by Martin L. Dzuro, as Vice President of and on behalf of The Villages of Lake-Sumter, Inc., a Florida corporation, for the purposes expressed herein.

Laci Wenk  
NOTARY PUBLIC-STATE OF FLORIDA  
Print Name: Laci Wenk  
Serial/Commission Number: FF 098760  
Commission Expires: 5/25/2018  
Personally known  or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



LACI WENK  
MY COMMISSION # FF 098760  
EXPIRES: May 25, 2018  
Bonded thru Budget Notary Services.

O:\User\TR\WLS\Restrictions\Amendment to Declarations of Restrictions.wpd\July 15, 2014

Inst:201460022504 Date:7/18/2014 Time:1:48 PM  
DC,Gloria R. Hayward,Sumter County Page 2 of 10 B:2812 P:8

# The Villages®

## District 6 Units & Villas Record Plat & Deed Restrictions Information

Unit/Villa	Plat Book & Pages	OR Book	OR Book Pages	Section
Edgewater	PB 12 / Pages 18-18 A-D	2236	532-542	Article 5 Section 22

Inst:201460022504 Date:7/18/2014 Time:1:48 PM  
\_\_\_\_DC, Gloria R. Hayward, Sumter County Page 3 of 10 B:2812 P:9



**District 7 Units & Villas Record Plat & Deed Restrictions Information**

Unit/Villa	Plat Book & Pages	OR Book	OR Book Pages	Section
Unit 132	PB 9 / Pages 27-27 A-D	1807	182	2.7
Unit 133	PB 10 / Pages 11-11 A-B	1816	70-77	2.7
Unit 134	PB 10 / Pages 2-2 A-C	1807	183	2.7
Unit 135	PB 10 / Pages 5-5 A-E	1807	184	2.7
Unit 136 REPLAT	PB 10 / Pages 20-20 A-D	1938	641	2.7
Unit 137	PB 9 / Pages 18-18 A	1807	186	2.7
Unit 138	PB 9 / Pages 19-19 A-C	1807	187	2.7
Unit 139	PB 10 / Pages 22-22 A-C	1938	661-668	2.7
Unit 140	PB 10 / Pages 16-16 A	1899	184-191	2.7
Unit 143	PB 10 / Pages 15-15 A-B	1868	174-181	2.7
Unit 144	PB 10 / Pages 13-13 B	1847	399-406	2.7
Unit 172	PB 10 / Pages 18-18 A	1919	44-51	2.7
Adriana	PB 9 / Pages 20-20 A	1812	179	Article 5 Section 21
Anita	PB 10 / Pages 19-19 A	1927	169-178	Article 5 Section 22
Bainbridge	PB 10 / Pages 6-6 A	1812	180	Article 5 Section 21
Groveswood	PB 10 / Pages 3-3 A	1812	182	Article 5 Section 21
Hillcrest	PB 10 / Pages 4-4 A	1812	181	Article 5 Section 21
Kenya	PB 10 / Pages 9-9 A	1812	178	Article 5 Section 21
Keystone	PB 9 / Pages 28-28A	1812	177	Article 5 Section 21
Margaux	PB 9 / Pages 24-24 A	1812	176	Article 5 Section 22
Maribel	PB 9 / Pages 22-22 A	1812	183	Article 5 Section 22
Pilar	PB 10 / Pages 21-21 A	1938	650-659	Article 5 Section 22
Sandhill	PB 9 / Pages 14-14 A	1812	175	Article 5 Section 22
Seneca	PB 9 / Pages 21-21 A	1812	174	Article 5 Section 21



**District 8 Units & Villas Record Plat & Deed Restrictions Information**

Unit/Villa	Plat Book & Pages	OR Book	OR Book Pages	Section
Unit 148	PB 11 / Pages 17-17 A	2019	621-628	2.7
Unit 149	PB 10 / Pages 27-27A	1966	43-50	2.7
Unit 150	PB 10 / Pages 29-29 A-B	1966	221-228	2.7
Unit 151	PB 12 / Pages 8-8 A-D	2215	68-74	2.7
Unit 152	PB 12 / Pages 9-9 A-B	2215	76-82	2.7
Unit 153	PB 12 / Pages 7-7 A-C	2215	43-49	2.7
Unit 154	PB 12 / Pages 5-5 A	2215	27-33	2.7
Unit 155	PB 12 / Pages 3-3 A	2214	777-783	2.7
Unit 156	PB 11 / Pages 39-39 A-B	2191	78-84	2.7
Unit 157	PB 11 / Pages 36-36 A	2170	516-522	2.7
Unit 158	PB 11 / Pages 26-26 A-E	2130	267-273	2.7
Unit 159	PB 12 / Pages 6-6 A-B	2215	35-41	2.7
Unit 160	PB 11 / Pages 32-32 B	2153	695-701	2.7
Unit 161	PB 11 / Pages 33-33 A	2153	704-710	2.7
Unit 162	PB 11 / Pages 35-35 A	2162	87-93	2.7
Unit 163	PB 11 / Pages 30-30 A	2153	676-682	2.7
Unit 164	PB 11 / Pages 34-34 A-B	2162	79-85	2.7
Unit 165	PB 11 / Pages 14-14 A	2007	703-710	2.7
Unit 166	PB 11 / Pages 2-2 A	1977	759-766	2.7
Unit 167	PB 11 / Pages 9-9 A	1989	570-576	2.7
Unit 168	PB 11 / Pages 12-12 H	1997	331-337	2.7
Unit 169	PB 11 / Pages 3-3 A	1977	768-775	2.7
Unit 170	PB 11 / Pages 18-18 E	2023	420-427	2.7
Unit 173 (Creekside Landing)	PB 11 / Pages 10-10 A	1997	297-303	2.7
Unit 174	PB 12 / Pages 4-4 A	2214	785-791	2.7

Unit/Villa	Plat Book & Pages	OR Book	OR Book Pages	Section
Altamonte	PB 11 / Pages 27-27 A	2130	275-284	Article 5 Section 22
Amberjack	PB 11 / Pages 25-25A	2130	237-246	Article 5 Section 22
Apalachee	PB 11 / Pages 22-22 A	2043	338-346	Article 5 Section 22
Azalea	PB 11 / Pages 6-6 A	1984	383-392	Article 5 Section 22
Bayport	PB 11 / Pages 21-21 A	2043	326-334	Article 5 Section 22
Biscayne	PB 11 / Pages 37-37 A	2174	597-607	Article 5 Section 22
Boxwood	PB 11 / Pages 15-15 A	2007	712-721	Article 5 Section 22
Cabanas @ Creekside	PB 11 / Pages 11-11 E	1997	313-322	Article 5 Section 22
Cedar Key	PB 11 / Pages 19-19 A	2023	429-437	Article 5 Section 22
Cottonwood	PB 12 / Pages 11-11 A	2215	168-178	Article 5 Section 22
Crestview	PB 11 / Pages 31-31 A	2153	684-693	Article 5 Section 22
Fairhope	PB 12 / Pages 16-16 A	2215	230-238	Article 5 Section 22
Fairwinds	PB 12 / Pages 13-13 A	2215	192-202	Article 5 Section 22
Hallandale	PB 10 / Pages 28-28 A	1966	52-60	Article 5 Section 22
Hortensia	PB 10 / Pages 31-31 A	1966	242-251	Article 5 Section 22
Hydrangea	PB 10 / Pages 30-30 A	1966	230-239	Article 5 Section 22
Jacaranda	PB 11 / Pages 16-16 A	2007	723-732	Article 5 Section 22
Juniper	PB 12 / Pages 14-14 A	2215	208-218	Article 5 Section 22
Kingfisher	PB 11 / Pages 20-20 A	2029	521-530	Article 5 Section 22
Mangrove	PB 11 / Pages 4-4 A	1984	343-351	Article 5 Section 22
Montbrook	PB 12 / Pages 10-10 A	2215	84-94	Article 5 Section 22
Oviedo	PB 11 / Pages 5-5 A	1984	356-364	Article 5 Section 22
Sawgrass	PB 12 / Pages 15-15 A	2215	220-228	Article 5 Section 22
Southern Star	PB 12 / Pages 17-17 A	2215	240-250	Article 5 Section 22
Southwood	PB 11 / Pages 38-38 A	2174	609-619	Article 5 Section 22
Windermere	PB 12 / Pages 12-12 A	2215	180-190	Article 5 Section 22



**District 9 Units & Villas Record Plat & Deed Restrictions Information**

Unit/Villa	Plat Book & Pages	OR Book	OR Book Pages	Section
Unit 175	PB 12 / Pages 19-19 A-B	2252	473-480	2.7
Unit 176	PB 12 / Pages 20-20 A-C	2252	482-489	2.7
Unit 177	PB 12 / Pages 21-21 A-D	2252	491-498	2.7
Unit 178	PB 12 / Pages 25-25 A-C	2317	155-162	2.7
Unit 179	PB 12 / Pages 29-29 A	2335	405-412	2.7
Unit 180	PB 13 / Pages 9-9 A-C	2388	626-633	2.7
Unit 181	PB 14 / Pages 25-25 A-C	2578	729-736	2.7
Unit 182	PB 14 / Pages 27-27 A-B	2594	136-143	2.7
Unit 196	PB 12 / Pages 24-24 A-C	2317	146-153	2.7
Unit 197	PB 12 / Pages 26-26 A-C	2326	483-490	2.7
Unit 198	PB 13 / Pages 2-2 A-B	2356	749-756	2.7
Unit 199	PB 12 / Pages 30-30 A-G	2346	261-268	2.7
Unit 205	PB 13 / Pages 11-11 A-F	2412	499-506	2.7
Unit 206	PB 13 / Pages 12-12 A-E	2413	647-654	2.7
Unit 207	PB 12 / Pages 27-27 A-C	2326	492-499	2.7
Unit 208	PB 13 / Pages 8-8 A-M	2388	609-616	2.7
Unit 209	PB 13 / Pages 16-16 A-C	2423	115-122	2.7
Unit 210	PB 13 / Pages 19-19 A-H	2446	270-277	2.7
Unit 211	PB 13 / Pages 20-20 A-D	2446	279-286	2.7
Unit 212	PB 13 / Pages 25-25 A-E	2465	635-642	2.7
Unit 213	PB 14 / Pages 1-1 A-D	2465	713-720	2.7
Unit 214	PB 13 / Pages 23-23 A-F	2460	479-486	2.7
Unit 215	PB 13 / Pages 13-13 A-G	2423	77-84	2.7
Unit 224	PB 14 / Pages 3-3 A-I	2479	455-462	2.7
Unit 225	PB 14 / Pages 2-2 A-E	2465	728-735	2.7
Unit 226	PB 13 / Pages 15-15 A-F	2423	106-113	2.7
Unit 227	PB 14 / Pages 9-9 A-F	2524	486-493	2.7
Unit 228	PB 14 / Pages 4-4 A-C	2485	695-702	2.7
Unit 229	PB 14 / Pages 6-6 A-B	2508	476-483	2.7



Unit/Villa	Plat Book & Pages	OR Book	OR Book Pages	Section
Amber	PB 13 / Pages 6-6 A-B	2376	712-722	Article 5 Section 22
Atmore	PB 14 / Pages 5-5 A-B	2485	705-715	Article 5 Section 22
Barrineau	PB 13 / Pages 17-17 A	2440	01-11	Article 5 Section 22
Bartow	PB 14 / Pages 28-28 A	2594	145-154	Article 5 Section 22
Bokeelia	PB 13 / Pages 14-14 A	2423	86-94	Article 5 Section 22
Devon	PB 14 / Pages 23-23 A	2578	707-716	Article 5 Section 22
Eleanor	PB 13 / Pages 18-18 A-B	2440	13-23	Article 5 Section 22
Haciendas of Mission Hills	PB 12 / Pages 28-28 A-H	2330	569-579	Article 5 Section 22
Lauren	PB 13 / Pages 5-5 A-B	2376	700-710	Article 5 Section 22
Lindsey	PB 13 / Pages 3-3 A-C	2356	758-768	Article 5 Section 22
Megan	PB 13 / Pages 1-1 A-C	2354	632-642	Article 5 Section 22
Paige	PB 13 / Pages 4-4 A-C	2356	770-780	Article 5 Section 22
Perdido	PB 14 / Pages 7-7 A-C	2508	542-550	Article 5 Section 22
Placida	PB 13 / Pages 21-21 A	2446	288-296	Article 5 Section 22
Sharon	PB 14 / Pages 16-16A	2566	59-69	Article 5 Section 22

# The Villages

## District 10 Units & Villas Record Plat & Deed Restrictions Information

Unit/Villa	Plat Book & Pages	OR Book	OR Book Pages	Section
Unit 184	PB 15 / Pages 24-24 A-C	2786	26-33	2.7
Unit 186	PB 15 / Pages 22-22 A-E	2779	313-320	2.7
Unit 188	PB 14 / Pages 20-20 A-C	2575	583-590	2.7
Unit 189	PB 15 / Pages 26-26 A-F	2802	452-459	2.7
Unit 200	PB 15 / Pages 18-18 A-J	2742	158-165	2.7
Unit 201	PB 15 / Pages 21-21 A-C	2761	330-337	2.7
Unit 202	PB 15 / Pages 13-13 A-C	2725	135-142	2.7
Unit 203	PB 14 / Pages 18-18 A-E	2570	704-711	2.7
Unit 204	PB 15 / Pages 17-17 A-C	2732	328-335	2.7
Unit 216	PB 15 / Pages 11-11 A-I	2725	117-124	2.7
Unit 217	PB 15 / Pages 12-12 A-I	2725	126-133	2.7
Unit 218	PB 15 / Pages 7-7 A-F	2662	247-254	2.7
Unit 219	PB 14 / Pages 30-30 A-E	2603	94-101	2.7
Unit 220	PB 14 / Pages 10-10 A-F	2539	207-214	2.7
Unit 221	PB 14 / Pages 11-11 A-D	2539	239-246	2.7
Unit 222	PB 14 / Pages 8-8 A-H	2508	573-580	2.7
Unit 223	PB 14 / Pages 14-14 A-I	2566	41-48	2.7
Unit 230	PB 14 / Pages 13-13 A-C	2549	599-606	2.7
Unit 231	PB 14 / Pages 15-15 A-B	2566	50-57	2.7
Unit 232	PB 14 / Pages 21-21 A-K	2578	688-695	2.7
Unit 233	PB 15 / Pages 3-3 A-B	2644	622-629	2.7
Unit 234	PB 15 / Pages 2-2 A-F	2644	613-620	2.7
Unit 235H	PB 14 / Pages 17-17 A-C	2570	695-702	2.7
Unit 236H	PB 15 / Pages 8-8 A-H	2680	95-102	2.7
Unit 237	PB 15 / Pages 15-15 A-D	2729	460-467	2.7

Unit/Villa	Plat Book & Pages	OR Book	OR Book Pages	Section
Alden Bungalows	PB 15 / Pages 20-20 A-D	2742	230-239	Article 5 Section 22
Antrim Dells	PB 15 / Pages 16-16 A-G	2732	274-283	Article 5 Section 22
Beauclair	PB 15 / Pages 27-27 A	2802	461-471	Article 5 Section 22
Carrabelle	PB 14 / Pages 22-22 A	2578	697-705	Article 5 Section 22
Harlow	PB 15 / Pages 23-23 A	2779	322-331	Article 5 Section 22
Kelsea	PB 15 / Pages 19-19 A	2742	195-204	Article 5 Section 22
Leyton	PB 14 / Pages 19-19 A-B	2570	713-721	Article 5 Section 22
Marianna	PB 14 / Pages 24-24 A-B	2578	718-727	Article 5 Section 22
Melbourne	PB 15 / Pages 1-1 A-B	2619	296-305	Article 5 Section 22
New Haven	PB 14 / Pages 12-12 A-B	2551	53-61	Article 5 Section 22
Pensacola	PB 15 / Pages 9-9 A	2688	197-206	Article 5 Section 22
Perry	PB 15 / Pages 5-5 A	2644	642-651	Article 5 Section 22
Pineland	PB 15 / Pages 4-4 A	2644	631-640	Article 5 Section 22
Ventura	PB 15 / Pages 10-10 A	2706	91-100	Article 5 Section 22
Whitney	PB 15 / Pages 14-14 A	2729	449-458	Article 5 Section 22

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

**TO THE PUBLIC**

**DECLARATION OF RESTRICTIONS RELATING TO:**

**VILLAGES OF SUMTER UNIT NO. 182**, a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book 14, Pages 27-27A-6, 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. 9, 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 of the Subdivision 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 land described on the Plat of the **VILLAGES OF SUMTER UNIT NO. 182**.

**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 property owner within the Subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management 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 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 40 D-4, F.A.C., approved and on file with the Southwest Florida Water Management District.

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 adjoining perimeter security walls, gates, or fences originally constructed by the Developer, Owners shall be responsible for maintenance and repairs of the surface and structural integrity of the walls, gates, and fences adjoining the Owners Homesite whether on the Owners Homesite or on an adjacent Homesite, reserved area or dedicated area, provided however, the Owners of Homesites 22 through 24, 38 through 40, 43, 44, 47 through 49, and 55 through 64 shall not be obligated to maintain or repair the fence located on Tract A of the Plat. Where a wall, gate, or fence adjoins more than one Homesite, the cost of maintaining and repairing the surface and the structural integrity of the wall, gate, or fence shall be shared among the respective Owners served by such wall, gate or fence. Such Owners are encouraged to maintain the perimeter security walls, gates, 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 buffers or fences shall maintain up to such wall, buffer or fence whether or not such area is within or outside of the Homesite. 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.

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 Each Owner shall use his property in such a manner as to allow his neighbors to enjoy the use of their property. Radios, record players, television, voices and other sounds are to be kept on a moderate level from 10:00 PM to one (1) hour before daylight.

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

2.23 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.

2.24 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.

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

2.26 Window air-conditioners are prohibited and only central air-conditioners are permitted.

2.27 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.

2.28 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 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, and further, all such utilities and facilities located in the easement along the front Homesite line shall be flush with, or below grade. The foregoing restrictions shall not prohibit above grade utilities and facilities in those areas of the front yard easement that are also burdened by side yard easements reserved herein. 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 property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland migration areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and recorded plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District Brooksville Regulation Department, and if applicable, any other appropriate governmental agency having jurisdiction. 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 the Southwest Florida Water Management District 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, and 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 Central Sumter Utility Company, LLC, a Florida limited liability company, its successors and assigns ("CSU"). 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 CSU. The charges for such services shall be billed and paid on a monthly basis. Private wells are prohibited.



(b) **Irrigation Water Utility Systems.** Sumter Water Conservation Authority, LLC, a Florida limited liability company, its successors and assigns ("SWCA"), 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 SWCA. 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 SWCA 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, SWCA, 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 SWCA, 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, SWCA may enter onto the Homesite, over and upon easements hereby reserved in favor of SWCA, 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. SWCA 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 SWCA 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. SWCA 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 "SWCA Water Supply System"). Prior to commencing any underground activity which could damage the SWCA Water Supply System, the Owner shall contact SWCA to determine the location of the SWCA Water Supply System. Any damage to the SWCA Water Supply System shall be repaired by SWCA 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 North Sumter County Utility Dependent District, 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 service is provided, and the fee for such service is payable, on a year-round basis regardless of use or occupancy. North Sumter County Utility Dependent District reserves the right to require all Owners 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 the Developer at a one time charge of \$190.00 per box, payable at the time of the initial sale of the Homesite from Developer to Owner.

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 2043 (except as elsewhere herein expressly provided otherwise). After the first day of January 2043, 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.

[SIGNATURE PAGE TO FOLLOW]

DATED this 26<sup>th</sup> day of March, 2013.

WITNESSES:

Raci Wenk

Print Name Laci Wenk

Amy Young

Print Name Amy L. Young

THE VILLAGES OF LAKE-SUMTER, INC.

By: Martin L. Dzuro  
Martin L. Dzuro, Vice President

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing Declaration of Restrictions was acknowledged before me this day 26<sup>th</sup> of March, 2013, 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.

Raci Wenk

NOTARY PUBLIC - STATE OF FLORIDA

(Signature of Notary Public)

Print Name of Notary Public: Laci Wenk

My Commission Expires: \_\_\_\_\_

Serial/Commission Number: \_\_\_\_\_

[NOTARY SEAL]



THIS INSTRUMENT PREPARED BY:

Erick D. Langenbrunner, Esq./lw  
McLin Burnsed  
PO Box 1299  
The Villages, Florida 32158-1299

RETURN TO:

✓ Martin L. Dzuro, PSM  
Grant & Dzuro  
990 Old Mill Run  
The Villages, Florida 32162