

87 20697

Oak Meadows
Lake 89

R. DEWEY BURNSED, TRUSTEE

REC 17.00

TO THE PUBLIC

BOOK 918 PAGE 1061

DECLARATION OF RESTRICTIONS RELATING TO:

OAK MEADOWS, a subdivision in Lake County, Florida, according to the plat thereof as recorded in Plat Book 28, Pages 64, of the Public Records of Lake County, Florida.

R. DEWEY BURNSED, TRUSTEE, (hereinafter referred to as "Developer"), the owner of all the foregoing described lands, does hereby impress on said lands the covenants, restrictions, reservations and servitudes as hereinafter set forth:

1. DEFINITIONS:

As used herein the following definitions shall apply:

1.1 DEVELOPER shall mean and refer to R. DEWEY BURNSED, TRUSTEE, his successors and assigns.

1.2 SUBDIVISION shall mean and refer to the above described Plat of OAK MEADOWS, recorded in Plat Book 28, pages 64, of the Public Records of Lake County, Florida.

1.3 LOT shall mean and refer to any plot of land shown upon the Plat which bears a numerical designation, but shall not include tract or other areas not intended for a residence.

1.4 HOME shall mean and refer to a detached single family dwelling unit containing plumbing facilities, including toilet, bath, or shower and kitchen sink, all connectable to sewerage and water facilities, and which has had its axle and wheels removed and which is permanently affixed to the real property.

1.5 OWNER shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within the Plat.

2. USE OF PROPERTY:

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

2.1 To maintain the aesthetic qualities desirable in a first class subdivision, each Home will contain modern plumbing facilities, including toilet, bath or shower and kitchen sink, all connectable to the sewerage and water facilities provided by the Developer.

2.2 There shall be only one Home on each Lot. Only double-wide Homes, at least 24 feet wide, exclusive of any carport, storage room, screen room or other appurtenances, shall be placed on any Lot. The Home shall be placed on a Lot in conformance with the overall plan of the Developer. The Developer shall have the sole right to place, level and hook up the Home on the Lot, at the sole cost and expense of the Owner. After the Home has been placed, positioned and hooked up, no replacements, reconnections, disconnections, additions, alterations, or modifications in the location and utility connections of the Home will be permitted except with the written consent of the Developer.

2.3 Each Home shall be skirted in a manner as may be required by the Developer so as to make all of the skirting in the Subdivision aesthetically compatible. All homes shall have lap siding or stucco exterior finish and shingled roofs, except roofs on porches, utility rooms and carports may be aluminum material as approved by Developer. In addition thereto, each Lot must contain a paved driveway and the lawn must be sodded and a lamp post light erected in the front yard of each Lot.

MAY 6 1 26 PM '87

2.4 All outside structures for storage or utility purposes must be attached to the Home. No boats, recreational vehicles, or trucks of 3/4 ton size and up shall be parked, stored or otherwise remain on any lot or street, except for services vehicles located thereon on a temporary basis while performing a service for a resident. No vehicles incapable of operation shall be stored on any lot nor shall any junk vehicles or equipment be kept on any lot.

2.5 Commercial and/or professional activities may not be conducted in a Home or on a Lot.

2.6 It shall be the responsibility of the Owners to keep their Lots neat and clean and the grass cut and edged at all times. If an Owner does not adhere to this regulation, then the work may be performed on behalf of the Owner by the Developer and the cost shall be charged to the Owner.

2.7 A sign showing the Owner's name will be permitted in common specifications to be set forth by the Developer. No other signs or advertisements will be permitted without the express written consent of the Developer.

2.8 No aerials, satellite reception dishes, or antennas of any kind are permitted in the Subdivision.

2.9 No fence of any kind or nature shall be placed on the property without prior written approval of the Developer and no hedges shall be allowed to grow in excess of four (4) feet in height. Permission must be secured from the Developer prior to the planting or removal of any trees or other shrubs which may affect the rights of adjacent property owners. No tree with a trunk four (4) inches or more in diameter shall be removed or effectively removed through excessive injury without first obtaining permission from the Developer.

2.10 Except as provided above, exterior lighting must be attached to the Home and shaded so as not to create a nuisance to others. No security light poles may be erected.

2.11 Developer reserves the right to enter upon all Lots at all reasonable times for the purposes of inspecting the use of said Lot and for the purpose of utility maintenance and the cleaning and maintaining of the Lot if not properly maintained by the Owner.

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

2.13 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 8:00 AM.

2.14 Developer reserves the right to establish such other reasonable rules and regulations covering the utilization of said Lots by the Owner in order to maintain the aesthetic qualities of this Subdivision, all of which apply equally to all of the parties in the Subdivision. The rules and regulations shall take effect within five (5) days from the sending of a notice to an Owner.

2.15 Only one (1) dog may be kept by an Owner, provided, however, that at all times the animal, when not within the confines of the Home, shall be restrained by a leash.

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

2.17 Window air-conditioners are prohibited and only central air-conditioners are permissible.

3. EASEMENTS AND RIGHTS-OF-WAY:

3.1 Easements and rights-of-way in favor of the Developer are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision telephone, recreation facilities and telegraph lines or the like, necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to

a five (5) feet width along the rear and dividing lines of every building Lot and along every street, road and highway fronting on said Lot, except as may be shown on the record Plat of Oak Meadows.

3.2 Developer reserves the right to extend any streets or roads in said Subdivision or to cut new streets or roads.

4. SERVICES TO BE PERFORMED BY DEVELOPER OR SUNBELT UTILITIES, INC.:

4.1 Upon acquiring any interest as an Owner of a Lot in the Subdivision, each Owner hereby agrees to pay for water and sewer services to be provided by Sunbelt Utilities, Inc., its successors and assigns, as governed by the Public Service Commission. The charges for such services shall be billed and paid on a monthly basis. Rates are to be established and regulated by the Florida Public Service Commission, pursuant to Florida Statutes.

4.2 Developer shall provide solid waste disposal (garbage) at the rate of \$10.00 per month per lot, or the actual cost thereof, whichever is greater. The monthly assessment or charge is based on the cost of living for the month of sale as reflected in the Consumer Price Index, U.S. Average of Items and Food, published by the Bureau of Labor Statistics of the U.S. Department of Labor. The month of sale shall be the date of the Contract for Purchase of the Lot. There shall be an adjustment in the monthly assessment or charge in three years and every three years subsequent thereto. The adjustment shall be proportional to the percentage increase or decrease in the Index from date of sale to three years from said date and each subsequent three year period. Each adjustment shall be in effect for the intervening three year period. Adjustments not used on any adjustment date may be made any time thereafter.

4.3 Owner does hereby give and grant unto the Developer a continuing lien in the nature of a mortgage upon the Lot of the Owner superior to all other liens and encumbrances, except any institutional first mortgage. This lien shall secure the payment of all monies due the Developer hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosures of mortgages. In any such action or other action to enforce the provisions of this lien, including appeals, the Developer shall be entitled to recover reasonable attorney's fees incurred by it, abstract bills and court costs. An institutional first mortgage referred to herein shall be a mortgage upon a Lot and the improvements thereon, originally granted to an Owner by a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company intended to finance the purchase of the Lot and/or improvements.

4.4 Purchasers of Lots, as same are defined herein 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 charge set forth in this Paragraph 4; and said acceptance of deed shall further indicate approval of said charge as being reasonable and fair, taking into consideration the nature of Developer's project, Developer's investment in the recreational area, and in view of all the other benefits to be derived by the Owners as provided for herein.

4.5 Developer reserves the right to enter into a Management Agreement with any person, firm or corporation to maintain and operate the streets and other portions of the Subdivision in which the Developer has undertaken an obligation to maintain, and for the operation and maintenance of the recreational facilities. Developer agrees, however, that any such contractual agreement between the Developer and a third party shall be subject to all of the terms, covenants and conditions of this Agreement. Upon the execution of said Agreement, Developer shall be relieved of all further liability hereunder.

5. ENFORCEMENT:

If any Lot Owner or persons in possession of said Lots shall violate, or attempt to violate, any of the covenants, conditions and reservations herein, it shall be lawful for the Developer to prosecute any proceedings at law or in equity, against any such person or persons violating or attempting to violate any such covenants, conditions or reservations, either to prevent him or them from so doing, or to recover damages or any property charges for such violation. Cost of such proceedings, including a reasonable attorney's fee shall be paid by the party losing said suit.

6. INVALIDITY CLAUSE:

Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

7. DURATION:

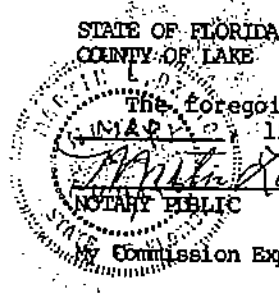
The foregoing covenants, restrictions, reservations, and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portions of said lands until the first day of January, 2020 (except as elsewhere herein expressly provided otherwise). After January 1, 2020, said covenant, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Developer or his assignee shall be recorded, which instrument shall alter, amend, enlarge, extend or repeal, in whole or part, said covenants, restrictions, reservations and servitudes.

Dated this 4 day of MAY, 1987.

Witnesses:

Michael E. Went
David M. Scovel

R. Dewey Burnsed
R. Dewey Burnsed, Trustee



The foregoing instrument was acknowledged before me this 4 day of MAY, 1987 by R. Dewey Burnsed, Trustee, in his capacity as Trustee.

Notary Public

Notary Public, State of Florida at Large
My Commission Expires Feb. 22, 1990
Bonded By Western Surety Company

124:obcl4:050187:21

THIS INSTRUMENT WAS PREPARED BY:
R. DEWEY BURNSSED, Attorney at Law
P.O. DRAWER 1357, LEESBURG, FLORIDA 32748

REC 5.00

GRANT OF EASEMENT

R. DEWEY BURNSSED, AS TRUSTEE, the grantor, in consideration of the sum of ONE DOLLARS (\$1.00) and other valuable consideration, received from the TOWN OF LADY LAKE, FLORIDA, a Florida municipal corporation, the grantee, does hereby, on this 4 day of MAY, 1987, grant to the grantee or their duly appointed agents an easement to the area designated on the plat as Tract "B", as shown on the Plat of Oak Meadows, according to the plat thereof recorded in Plat Book 28, page 64, Public Records of Lake County, Florida, for the purpose of maintaining such area as a water retention area, as shown on the construction plans filed with the Town of Lady Lake for said subdivision. This easement shall be only for so long as Tract "B" is used for a water retention area for this subdivision by the grantor and upon the cessation of such use shall be relinquished by the grantee.

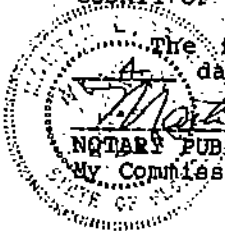
Witnesses

[Signature]
Charles P. McFarrell

[Signature]
 R. Dewey Burnsed, as Trustee

MAY 6 1 26 PM '87

STATE OF FLORIDA
COUNTY OF LAKE



The foregoing instrument was acknowledged before me this 4 day of MAY, 1987 by R. Dewey Burnsed, as Trustee.

[Signature]
 NOTARY PUBLIC
 My Commission Expires:

Notary Public, State of Florida at Large
 My Commission Expires Feb. 22, 1990
 Bonded By Western Surety Company

1210UNIT7:050487:22

THIS INSTRUMENT PREPARED BY:
 R. Dewey Burnsed, Attorney at Law
 Post Office Drawer 1357
 Leesburg, Florida 32749-1357

REC 2100
TF 300
CFC 1.00
C 5.00mk

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
OAK MEADOWS FIRST ADDITION

R. Dewey Burnsed, as Trustee, and The Villages of Lake-Sumter, Inc., hereinafter jointly called Declarant, are the owners in fee simple of certain real property located in Lake County, Florida, known by official plat designation as **OAK MEADOWS FIRST ADDITION**, pursuant to a plat recorded in Official Plat Book 40 beginning at page 21 of the Public Records of Lake County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the Lots (as hereinafter described) and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

1. DEFINITIONS:

As used herein, the following definitions shall apply:

- 1.1 DECLARANT shall mean R. DEWEY BURNSD, as TRUSTEE, and THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, their successors and assigns.
- 1.2 SUBDIVISION shall mean the Plat of OAK MEADOWS FIRST ADDITION recorded in Plat Book 40, pages 21-22, of the Public Records of Lake County, Florida.
- 1.3 LOT shall mean any plot of land shown upon the Plat which bears a numerical designation, but shall not include Tracts or other areas not intended for a residence.
- 1.4 HOME shall mean a detached single family dwelling.
- 1.5 OWNER shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Plat.
- 1.6 SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40C-4, 40C-40, or 40C-42, F.A.C.

REC'D VERIFIED
LAKE COUNTY, FL
APR 14 4 08 PM '98
CLERK

ARTICLE II

Section 1. Approval of St. Johns River Water Management District. Any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition,

R. Martin Dzuro
1100 Main Street
Lady Lake, FL 32159

including the water management portions of the Common Area, must have the prior approval of the St. Johns River Water Management District.

ARTICLE III. USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. All Lots included in the subdivision shall be used for residential purposes only and shall be subject to the following specific residential use restrictions in addition to the general restrictions contained in the Declaration of Restrictions.

Section 2. No building or structure (including barns, garages, etc.) shall be constructed, erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the building or structure have been approved by the Declarant, or his designee, as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. The Declarant's approval or disapproval as required in these covenants shall be in writing. In the event that the Declarant, or his 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.

Section 3. There shall be only one Home on each Lot. All homes must have garages and be of at least 900 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 4" in 12" rise and run roof pitch. The Home shall be a conventionally built home, either site built or prefabricated, which must be placed on the Lot and constructed by the Declarant, or his designee, of a design approved by the Declarant as being harmonious with the development as to color, construction materials, design, size and other qualities. Each home must have eave overhangs and gable overhangs, and all roofing materials shall be shingle or tile materials, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings. Screen cages over pools are allowed. Mansard style screen rooms are also allowed. The Home shall be placed on a Lot in conformance with the overall plan of the Declarant.

Section 4. Each Home and Lot must contain a concrete driveway, the lawn must be sodded, and a lamppost erected in the front yard of each Lot.

Section 5. All outside structures including barns and detached garages, and structures for storage or utility purposes must be approved by the Declarant in writing.

Section 6. Lots within the subdivision are intended for residential use and no commercial, professional or similar activity requiring either maintaining an inventory, or customer/client visits may be conducted in a Home or on a Lot.

Section 7. It shall be the responsibility of the Owners to keep their Lots neat and clean and the grass cut and edged at all times. The Lot Owner shall have the obligation to mow and maintain all areas up to the street pavement. Persons owning Lots adjacent to a lake shall have the obligation to mow and maintain all areas between their lot line and the actual water even though they may not own that portion of the land. If an Owner does not adhere to this regulation, then the work may be performed on behalf of the Owner by the Declarant or his designee, and the cost shall be charged to the Owner.

Section 8. No aerials, satellite reception dishes, or antennas of any kind are permitted in the Subdivision, except as permitted by law.

Section 9. No fence, barrier, wall or structure of any kind or nature shall be placed on the property without prior written approval of the Declarant or his designee.

Section 10. No vehicles incapable of operation shall be stored on any Lot nor shall any junk vehicles or equipment be kept on any Lot.

Section 11. A sign showing the Owner's name will be permitted in common specifications to be set forth by the Declarant. No other signs or advertisements will be permitted without the express written consent of the Declarant.

Section 12. Except as provided above, exterior lighting must be shaded so as not to create a nuisance to others. No other light poles may be erected.

Section 13. The Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Subdivision.

Section 14. No swine or poultry is permitted within the Subdivision.

Section 15. All garbage will be contained in plastic bags prescribed by the Declarant and placed curbside no earlier than the day before scheduled pick-up.

Section 16. The hanging of clothes or clotheslines or poles is prohibited to the extent allowed by law.

**ARTICLE IV. OWNER'S OBLIGATIONS OF
MAINTENANCE AND REPAIR**

Section 1. Each Owner shall, at his sole cost and expense, repair and maintain his house and Lot. Each Owner shall keep his Lot neat and clean and the grass, irrigated, cut and edged at all times and shall also maintain the unpaved area between an adjacent roadway and the Owner's front and side lot lines.

Section 2. If an Owner does not adhere to the above regulation, then the work may be performed on behalf of the Owner by the Declarant or his designee, and the cost shall be charged to the Owner.

ARTICLE V. EASEMENTS AND RIGHTS-OF-WAY

Section 1. Easements and rights-of-way in favor of the Declarant are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines (except for the south portion of Lot 50, and Lots 51 through 57, and the west portion of Lot 58, which shall be subject to a ten foot width which shall also be for a Landscaped Buffer), a five (5) foot width along the dividing lines of every building Lot, and ten (10) feet and along every street, road and highway fronting on each Lot.

Section 2. Declarant reserves the right to extend any streets or roads in said Subdivision or to cut new streets or roads, but no other person shall extend any street or cut any new street over any Lot.

Section 3. No Lot may be used as ingress and egress to any other property or turned into a road by anyone other than the Declarant.

Section 4. No owner of the property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the District pursuant to Chapter 40C-4, F.A.C. No owner of a Lot within the subdivision which is subject to a Special Easement for Landscaping, as shown on the Plat, or described in Article V, Section 1 above, shall take any action to prevent the Landscaped Buffer from complying with those provisions of the Lady Lake Subdivision regulations requiring Landscaped Buffer areas.

**ARTICLE VI. SERVICES TO BE PERFORMED BY DECLARANT
OR DECLARANT'S DESIGNEE**

Section 1. Upon acquiring any interest as an Owner of a Lot in the Subdivision, each Owner hereby agrees to pay for water and sewer services to be provided by the Village Center Community Development District, its successors and assigns. The charges for such services shall be billed and paid on a monthly basis. Garbage and trash service shall be provided by the Town of Lady Lake, or by a carrier designated by the Town of Lady Lake, and the charges therefor shall be paid separately by each Owner. Cable TV may be acquired from a provider of Owner's choice at Owner's expense.

Section 2. The Declarant or its designee shall maintain the Surface Water or Stormwater Management System until such time as a unit of local government with general jurisdiction over the subdivision assumes the maintenance of said system.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Enforcement. Declarant, any designee or successor to the Declarant, or any owner shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, any successor to the Declarant, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the Declarant.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. 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 Declarant, any designee or successor to the Declarant, or any owner for a period of ninety-nine (99) years from the date hereof. Thereafter, they shall be automatically extended for

additional periods of ten (10) years unless otherwise agreed to in writing by the then owners of at least three-quarters (3/4) of the subdivision lots.

Executed this 13th day of April, 1998.

Signed Sealed and Delivered in the presence of:

Alice M. Rivers
Alice M. Rivers
(Printed Name)

Janelle E. Forward
Janelle E. Forward
(Printed Name)

Danielle E. Forward
Danielle E. Forward
(Printed Name)

Rita Deitrich
Rita Deitrich
(Printed Name)

R. Dewey Burnsed
R. Dewey Burnsed, as Trustee

THE VILLAGES OF LAKE-SUMTER, INC.

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

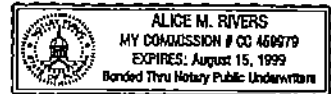
STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 13th day of April, 1998, by R. Dewey Burnsed, as Trustee, who is personally known to me and who did not take an oath.

Alice M. Rivers
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
ALICE M. RIVERS
(Print Name of Notary Public)

[NOTARY SEAL]

My Commission Expires: 8-15-99
(Serial/Commission Number)



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 13th day of April, 1998, by Jennifer L. Parr, who is personally known to me and who did not take an oath, the Vice President of THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, on behalf of the corporation.

Mrs. Rita A. Deitrich
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Mrs. Rita A. Deitrich
(Print Name of Notary Public)

[NOTARY SEAL]

My Commission Expires: Nov. 20, 2000
CC603035
(Serial/Commission Number)



THIS INSTRUMENT PREPARED BY:
Steven M. Roy, Esq.
McLin, Burnsed, Morrison, Johnson,
Newman & Roy, P.A.
P. O. Box 491357
Leesburg, FL 34749-1357

RETURN TO:
Martin L. Dzuro, PSM
Grant & Dzuro
1100 Main Street
Lady Lake, FL 32159

THIS INSTRUMENT PREPARED BY:
Steven M. Roy/ger
McLin, Burnsed, Morrison,
Johnson, Newman & Roy, P.A.
Post Office Box 490047
Leesburg, Florida 34749-1357

Doc# 99045039
Book 1720
Pages 1015 - 1016
Filed & Recorded
05/28/99 12:12:46 PM
JAMES C. WATKINS
CLERK OF CIRCUIT COURT
LAKE COUNTY
RECORDING \$ 9.00
TRUST FUND \$ 1.50

R- The Villages
1100 Main St.
Lady Lake, FL 32159

AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR OAK MEADOWS FIRST ADDITION

~~Book 1720 Page 1015~~

a Subdivision in Lake County according to the Plat
thereof as recorded in Plat Book 40, Page 21, Public
Records of Lake County, Florida.

Doc# 99053868
Book 1729
Pages 877 - 879
Filed & Recorded
06/29/99 12:08:22 PM
JAMES C. WATKINS
CLERK OF CIRCUIT COURT
LAKE COUNTY
RECORDING \$ 13.00
TRUST FUND \$ 2.00

RECITALS

1. On April 14, 1998, The Villages of Lake-Sumter, Inc., as Declarant, recorded in Official Records Book 1600, beginning on page 1013, Public Records of Lake County, Florida, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the subdivision known as OAK MEADOWS FIRST ADDITION ("Declaration"), according to the plat recorded in Plat Book 40, Pages 21, Public Records of Lake County, Florida.

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

NOW, THEREFORE, the Declaration is amended as follows:

Article III of the Declaration is amended by the inclusion of Section 18 as follows:

Section 17. Birds, fish, small dogs and cats shall be permitted, with a maximum of two (2) pets per Lot. Each Owner shall be personally responsible for any damage caused the Common Area by any such pet and shall be responsible to immediately remove and dispose of any excrement of such pet and shall be responsible to keep such pet on a leash. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Area.

Dated this 24th day of May, 1999.

Witnesses:

THE VILLAGES OF LAKE-SUMTER, INC.

Jill McDowell
(Signature of Witness)

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

Jill McDowell
(Print Name of Witness)

George Laufersky
(Signature of Witness)

GEORGE LAUFERSKY
(Print Name of Witness)

STATE OF FLORIDA
COUNTY OF LAKE

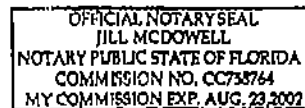
The foregoing instrument was acknowledged before me this 24th day of May, 1999, by Jennifer L. Parr, as Vice President of and on behalf of The Villages of Lake-Sumter, Inc., who is personally known to me.

Jill McDowell
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Jill McDowell
(Print Name of Notary Public)

My Commission Expires: 06-25-2004

CC 758764
Serial/Commission Number)



THIS DOCUMENT IS BEING RE-RECORDED TO ATTACH PAGE 3 WHICH WAS INADVERTENTLY RECORDED SEPARATELY.

THE UNDERSIGNED OWNERS JOIN IN THE AMENDMENT FOR THE PURPOSE OF CONSENTING THERETO:

Book 1729 Page 878

WITNESSES:

Witness signatures and names: Jill McDowell, George Lawfersky

LOT 47:

Witness signatures and names: Dennis M. Stradinger, Katherine M. Stradinger

STATE OF FLORIDA COUNTY OF Lake

The foregoing instrument was acknowledged before me this 24th day of May, 1999, by Dennis M. Stradinger and Katherine M. Stradinger for the purposes expressed herein.

Notary signature and name: Jill McDowell

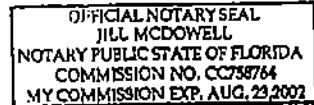
Print Name of Notary Public: Jill McDowell

Commission Expiration Date: 8/23/02

Commission Number: CC 758764

Personally Known [X] or Produced Identification

Type of Identification Produced:



WITNESSES:

Witness signatures and names: Jill McDowell, George Lawfersky

LOT 49:

Witness signatures and names: Thomas G. Andrews, Karen D. Andrews

STATE OF FLORIDA COUNTY OF Lake

The foregoing instrument was acknowledged before me this 24th day of May, 1999, by Thomas G. Andrews and Karen D. Andrews, for the purposes expressed herein.

Notary signature and name: Jill McDowell

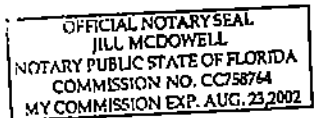
Print Name of Notary Public: Jill McDowell

Commission Expiration Date: 8/23/02

Commission Number: CC 758764

Personally Known [X] or Produced Identification

Type of Identification Produced:



WITNESSES:

Connie Kobel
ALONZO A. YOUNG, JR

Connie Kobel
(Printed Name)

Francesca L. Flynn
FRANCIS M. FLYNN

Francesca L. Flynn
(Printed Name)

LOT 52:

Alonzo A. Young

Alonzo A. Young

Eunice M. Young

Eunice M. Young

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 21st day of May, 1999, by Alonzo A. Young and Eunice M. Young, for the purposes expressed herein.

Jill McDowell

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Jill McDowell
(Print Name of Notary Public)

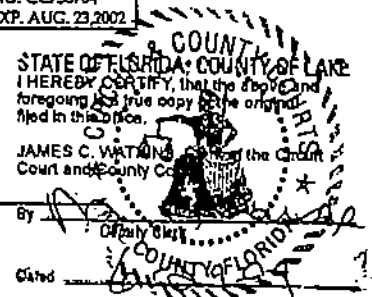
8/23/02
Commission Expiration Date

CC 758764
Commission Number

Personally Known X or Produced Identification _____

Type of Identification Produced: _____

OFFICIAL NOTARY SEAL
JILL MCDOWELL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC758764
MY COMMISSION EXP. AUG. 23, 2002



WITNESSES:

Jill McDowell

Jill McDowell
(Printed Name)

George Lauferisky

GEORGE LAUFERSKY
(Printed Name)

LOT 59:

Kenton W. Stradinger, II
Kenton W. Stradinger, II

Shelly L. Stradinger
Shelly L. Stradinger

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 24th day of May, 1999, by Kenton W. Stradinger, II and Shelly L. Stradinger, for the purposes expressed herein.

Jill McDowell

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Jill McDowell
(Print Name of Notary Public)

8/23/02
Commission Expiration Date

CC 758764
Commission Number

Personally Known X or Produced Identification _____

Type of Identification Produced: _____

OFFICIAL NOTARY SEAL
JILL MCDOWELL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC758764
MY COMMISSION EXP. AUG. 23, 2002

4-10-97
1.50 TF
10.50

OFF. REC. 632 PR. 237

Acc # 49748

COVENANTS FOR AMENITY SERVICES

THIS AGREEMENT is made between THE VILLAGES OF LAKE-SUMTER, INC., hereinafter referred to as "The Villages", and the undersigned Owner of Lot 37, of OAK MEADOWS SUBDIVISION, according to the plat thereof as recorded in Plat Book 28, page 64, Public Records of Lake County, Florida, and they do agree this 17th day of April, 1997, and they do hereby impress upon said lot the following covenants, restrictions and servitude:

1. These restrictions shall be in addition to the previous restrictions heretofore placed upon said properties by R. DEWEY BURSED, AS TRUSTEE, as Developer and previously recorded in Official Records Book 918, page 1061, Public Records of Lake County, Florida. These restrictive covenants may be amended or altered by agreement between The Villages and the then Owner of the Lot to which it is applicable. There shall be no third party beneficiary of these additions to the Restrictive Covenants, and they may not be enforceable in any manner by any party other than The Villages of Lake-Sumter, Inc. and their successors and assigns and the Owner of the Lot. They shall be deemed to be covenants and restrictions which run with the land.

2. The Villages has developed adjoining properties generally known as Orange Blossom Gardens and has agreed to perpetually maintain the recreational facilities and common grounds thereof. Upon acquiring an interest as an Owner of the Lot, the Owner agrees to pay a monthly assessment or charge against the Lot for the use of the recreational facilities and common grounds of Orange Blossom Gardens. The rights of Owner shall be consistent with, and the same as, any other resident of Orange Blossom Gardens. The initial amount of the assessment per month is \$99.00. The maintenance sum set forth is limited to the Owner named herein. In the event the Owner transfers, assigns, or in any way or manner conveys its interest in and to the Lot and/or home, the new Owner shall be obligated to pay the prevalent maintenance sum that is then in force and effect for new Owners of Lots in the most recent addition or unit of Orange Blossom Gardens.

3. The monthly assessment or charge set forth in the foregoing paragraph is based on the cost of living for the month of sale as reflected in the Consumer Price Index, U.S. Average of Items and Food, published by the Bureau of Labor Statistics of the U.S. Department of Labor. The month of sale shall be the date of the Contract for Purchase of the Lot heretofore entered into between the Developer and the Owner. There shall be an adjustment in the monthly assessment or charge in three (3) years and every year thereafter. The adjustment shall be proportional to the percentage increase or decrease in the index from date of sale to three (3) years from the said date and each subsequent one (1) year period thereafter. Each adjustment shall be in effect for the intervening one (1) year period. Adjustments not used on any adjustment date may be made any time thereafter. In the event additional facilities have been requested, approved by the Owner of Lots in Orange Blossom Gardens pursuant to the Restrictive Covenants thereof authorizing monthly assessments in excess of those set forth herein, then the Owner's assessment shall be equal to those charges to owners of lots in Orange Blossom Gardens without the limitations set forth above.

owner

4. The monthly charges for services described above shall be due and payable monthly, and said charges once in effect will continue from month to month whether or not the Lot is vacant or occupied.

5. Owner does hereby give and grant unto The Villages a continuing lien in the nature of a mortgage upon the Lot of the Owner superior to all other liens and encumbrances, except any institutional first mortgage. This lien shall secure the payment of all monies due The Villages hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosure of mortgages. In any such action or any other action to enforce the provisions of this lien, including appeals, The Villages shall be entitled to recover attorney's fees incurred by it, abstract bills and court costs. An institutional first mortgage referred to herein shall be a mortgage upon a lot and the improvements thereon, originally granted to an Owner by a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company intended to finance the lot and/or improvements.

6. Owner, together with Owner's heirs, successors and assigns, agrees to take title subject to and be bound by, and pay the charge set forth herein, and acceptance of the deed shall further signify approval of said charge as being reasonable and fair, taking into consideration the nature of The Villages' project, The Villages' investment in the recreational areas, and in view of all the other benefits to be derived by the Owner as provided herein.

7. Owner acknowledges that Owner and Owner's heirs, successors and assigns, shall not have any right, title, claim or interest in and to the recreational area and facilities contained herein or appurtenant thereto, by reason of this Agreement or otherwise, it being specifically agreed that The Villages, its successors and assigns, is the sole and exclusive owner of said facilities.

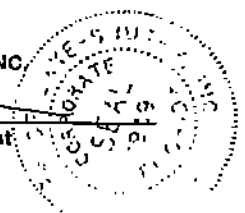
8. If Owner or persons in possession of said Lot shall violate or attempt to violate any of the covenants, conditions and reservations herein, it shall be lawful for The Villages to prosecute any proceedings at law or in equity against any such person or persons violating or attempting to violate any such conditions or reservations, either to prevent him or them from so doing, or to recover damages or any proper charges for such violation. Cost of such proceedings, including a reasonable attorney's fee shall be paid by the party losing said suit.

9. These Covenants shall be in full force and effect so long as the Restrictive Covenants of Orange Blossom Gardens Unit No. 15 as recorded in O.R. Book 1034, page 847, Public Records of Lake County, Florida are in effect. However, it is further agreed that the agreement and the implementation thereof shall be suspended at any time that there is one or more persons living on the lot to which this is applicable who is under the age of nineteen (19) years old. Notwithstanding that, it shall not be suspended during any period of time that children are visiting, subject to a maximum of thirty (30) days per calendar year. Should one or more such children live on the premises the agreement shall be suspended and no sums will be paid for the use of the recreational amenities during such period, and the right to use the facilities shall be suspended as well. At such time as the lot is no longer inhabited by a person under the age of 19 years, then the agreement shall be in full force and effect again. Children are not prohibited as residents pursuant to the restrictive covenants affecting said lot. Since The Villages' facilities are designed for adults, it is not willing to extend the use of the facilities to children residents other than visitors as set forth herein.

WITNESSES:
Renee B. Dix
Renee B. Dix

THE VILLAGES OF LAKE-SUMTER, INC.
By: H. Gary Morse
H. Gary Morse, Vice President

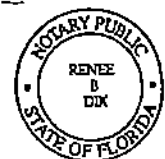
(Corporate Seal)
Arminee Zamarian



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 23 day of April 1997, by H. Gary Morse, the Vice President of The Villages of Lake-Sumter, Inc., a Florida corporation, who did not take an oath.

Renee B. Dix
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Renee B. Dix
(Print Name of Notary Public)
My Commission Expires: 10-19-98
468066
(Serial/Commission Number)
Personally Known or Produced Identification
Type of Identification Produced: _____



OFFICIAL NOTARY SEAL
COMMISSION NO. CC162066
MY COMMISSION EXPIRES OCT 19, 1998

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 23 day of April 1997, by ARMINEE ZAMARIAN who did not take an oath.

Arminee Zamarian
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Renee B. Dix
(Print Name of Notary Public)
My Commission Expires: 10-19-98
468066
(Serial/Commission Number)
Personally Known or Produced Identification
Type of Identification Produced: _____

BY Gloria L. Hayward
CLERK OF CIRCUIT COURT

97 APR 28 AM 8 42

RECORDED IN
PUBLIC RECORDS
SUMTER COUNTY, FLA.

310324

The Villages

OF ORANGE BLOSSOM GARDENS

THE VILLAGES OF LAKE-SUMTER, INC.
OAK MEADOWS SUBDIVISION
PURCHASE AGREEMENT

SOLED BY: _____

ADV: _____
JOB NUMBER: _____
DECOR: _____

THIS AGREEMENT, made this _____ day of _____, 19____, by and between R. DEWY BURNSED, AS TRUSTEE, whose address is Post Office Box 491357, Leesburg, Lake County, Florida, hereinafter called "Owner", and THE VILLAGES OF LAKE-SUMTER, INC. a Florida corporation having its principal place of business at 1200 Avenida Central, Lady Lake, Lake County, Florida, hereinafter called "Seller", and _____

hereinafter called the "Buyer":

WITNESSETH:

WHEREAS, the Buyer wishes to purchase from the Owner, upon the terms and conditions hereinafter set forth, all of that certain parcel of land situated in the County of Lake, State of Florida, legally described as follows:

Lot _____ of Oak Meadows Subdivision, according to the plat thereof, as recorded in Plat Book 28, page 64, of the public records of Lake County, Florida.

and to purchase from THE VILLAGES OF LAKE-SUMTER, INC. a home and improvements to be erected on the above described lot by THE VILLAGES OF LAKE-SUMTER, INC., and the purchase price for which is contained in a separate agreement to be executed when the home and improvements are ordered, and

WHEREAS, the Buyer wishes to have the ability to defer the selection of a particular home for a period of time not to exceed one (1) year from the date of the Agreement, at the option of Buyer, and

WHEREAS, Buyer has made a personal on-site inspection of the real property prior to the execution of this contract.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. At the closing of this transaction, the Owner agrees to convey to the Buyer by Special Warranty Deed, good and insurable title to the above described property, free and clear of any and all encumbrances whatsoever, except for easements, reservations, restrictions and limitations of record or common to the area, conditions, zoning regulations and Declaration of Restrictions, based on the following Purchase Price and Method of Payment:

a. PURCHASE PRICE: The purchase Price for the real property upon which the home and improvements shall be erected By the Seller shall be _____ DOLLARS (\$ _____).

b. METHOD OF PAYMENT: The Buyer, upon signing this Agreement shall deposit with Seller the sum of _____ DOLLARS (\$ _____), as a deposit for the purchase of the above described real property. At the time of closing of this transaction, the remainder of the Purchase Price for the property and any portion of the Purchase Price for the home and improvements, which remains unpaid, is to be paid in cash or cashier's check.

c. THE BUYER OF A ONE-FAMILY OR TWO FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10% OF THE PURCHASE PRICE) DEPOSITED IN AN INTEREST-BEARING ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED IN WRITING BY THE BUYER. THE RIGHT TO HAVE THE DEPOSIT HELD IN ESCROW ACCOUNT IS HEREBY WAIVED BY THE BUYER.

2. Buyer agrees to select and order, within one (1) year from the date hereof, a particular home and improvements for immediate build and closing, which the Seller shall be obligated to erect on the property subject to this Agreement, within ninety (90) days after order. The parties agree that the price of the home and improvements shall be determined by the Seller's then prevailing prices. The size of the home placed on the above referenced lot shall be no less than 900 square feet of heated and air conditioned living space and must have a carport or garage. An additional deposit in the amount of 20% of the total purchase price of the lot and home will be required at the time the home is ordered.

COVENANTS FOR AMENITY SERVICES

THIS AGREEMENT is made between THE VILLAGES OF LAKE-SUMTER, INC., hereinafter referred to as "The Villages", and the undersigned Owner of Lot _____, of OAK MEADOWS SUBDIVISION, according to the plat thereof as recorded in Plat Book 28, page 64, Public Records of Lake County, Florida, and they do agree this _____ day of _____, 19____, and they do hereby impress upon said lot the following covenants, restrictions and servitude:

1. These restrictions shall be in addition to the previous restrictions heretofore placed upon said properties by R. DEWEY BURNSED, AS TRUSTEE, as Developer and previously recorded in Official Records Book 918, page 1061, Public Records of Lake County, Florida. These restrictive covenants may be amended or altered by agreement between The Villages and the then Owner of the Lot to which it is applicable. There shall be no third party beneficiary of these additions to the Restrictive Covenants, and they may not be enforceable in any manner by any party other than The Villages of Lake-Sumter, Inc. and their successors and assigns and the Owner of the Lot. They shall be deemed to be covenants and restrictions which run with the land.

2. The Villages has developed adjoining properties generally known as Orange Blossom Gardens and has agreed to perpetually maintain the recreational facilities and common grounds thereof. Upon acquiring an interest as an Owner of the Lot, the Owner agrees to pay a monthly assessment or charge against the Lot for the use of the recreational facilities and common grounds of Orange Blossom Gardens. The rights of Owner shall be consistent with, and the same as, any other resident of Orange Blossom Gardens. The initial amount of the assessment per month is \$_____. The maintenance sum set forth is limited to the Owner named herein. In the event the Owner transfers, assigns, or in any way or manner conveys its interest in and to the Lot and/or home, the new Owner shall be obligated to pay the prevalent maintenance sum that is then in force and effect for new Owners of Lots in the most recent addition or unit of Orange Blossom Gardens.

3. The monthly assessment or charge set forth in the foregoing paragraph is based on the cost of living for the month of sale as reflected in the Consumer Price Index, U.S. Average of Items and Food, published by the Bureau of Labor Statistics of the U.S. Department of Labor. The month of sale shall be the date of the Contract for Purchase of the Lot heretofore entered into between the Developer and the Owner. There shall be an adjustment in the monthly assessment or charge in three (3) years and every year thereafter. The adjustment shall be proportional to the percentage increase or decrease in the Index from date of sale to three (3) years from the said date and each subsequent one (1) year period thereafter. Each adjustment shall be in effect for the intervening one (1) year period. Adjustments not used on any adjustment date may be made any time thereafter. In the event additional facilities have been requested, approved by the Owner of Lots in Orange Blossom Gardens pursuant to the Restrictive Covenants thereof authorizing monthly assessments in excess of those set forth herein, then the Owner's assessment shall be equal to those charges to owners of lots in Orange Blossom Gardens without the limitations set forth above.

4. The monthly charges for services described above shall be due and payable monthly, and said charges once in effect will continue from month to month whether or not the Lot is vacant or occupied.

5. Owner does hereby give and grant unto The Villages a continuing lien in the nature of a mortgage upon the Lot of the Owner superior to all other liens and encumbrances, except any institutional first mortgage. This lien shall secure the payment of all monies due The Villages hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosure of mortgages. In any such action or any other action to enforce the provisions of this lien, including appeals, The Villages shall be entitled to recover attorney's fees incurred by it, abstract bills and court costs. An institutional first mortgage referred to herein shall be a mortgage upon a lot and the improvements thereon, originally granted to an Owner by a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company intended to finance the lot and/or improvements.

6. Owner, together with Owner's heirs, successors and assigns, agrees to take title subject to and be bound by, and pay the charge set forth herein, and acceptance of the deed shall further signify approval of said charge as being reasonable and fair, taking into consideration the nature of The Villages' project, The Villages' investment in the recreational areas, and in view of all the other benefits to be derived by the Owner as provided herein.

7. Owner acknowledges that Owner and Owner's heirs, successors and assigns, shall not have any right, title, claim or interest in and to the recreational area and facilities contained herein or appurtenant thereto, by reason of this Agreement or otherwise, it being specifically agreed that The Villages, its successors and assigns, is the sole and exclusive owner of said facilities.

8. If Owner or persons in possession of said Lot shall violate or attempt to violate any of the covenants, conditions and reservations herein, it shall be lawful for The Villages to prosecute any proceedings at law or in equity against any such person or persons violating or attempting to violate any such conditions or reservations, either to prevent him or them from so doing, or to recover damages or any proper charges for such violation. Cost of such proceedings, including a reasonable attorney's fee shall be paid by the party losing said suit.

9. These Covenants shall be in full force and effect so long as the Restrictive Covenants of Orange Blossom Gardens Unit No. 15 as recorded in O.R. Book 1034, page 847, Public Records of Lake County, Florida are in effect. However, it is further agreed that the agreement and the implementation thereof shall be suspended at any time that there is one or more persons living on the lot to which this is applicable who is under the age of nineteen (19) years old. Notwithstanding that, it shall not be suspended during any period of time that children are visiting, subject to a maximum of thirty (30) days per calendar year. Should one or more such children live on the premises the agreement shall be suspended and no sums will be paid for the use of the recreational amenities during such period, and the right to use the facilities shall be suspended as well. At such time as the lot is no longer inhabited by a person under the age of 19 years, then the agreement shall be in full force and effect again. Children are not prohibited as residents pursuant to the restrictive covenants affecting said lot. Since The Villages' facilities are designed for adults, it is not willing to extend the use of the facilities to children residents other than visitors as set forth herein.

WITNESSES:

THE VILLAGES OF LAKE-SUMTER, INC.

By: _____
H. Gary Morse, Vice President
(Corporate Seal)

Owner

Owner

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by H. Gary Morse, the Vice President of The Villages of Lake-Sumter, Inc., a Florida corporation, who did not take an oath.

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

(Print Name of Notary Public)

My Commission Expires: _____

(Serial/Commission Number)

Personally Known _____ or Produced Identification _____

Type of Identification Produced: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, who did not take an oath.

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

(Print Name of Notary Public)

My Commission Expires: _____

(Serial/Commission Number)

Personally Known _____ or Produced Identification _____

Type of Identification Produced: _____

THIS INSTRUMENT PREPARED BY:
Steven M. Roy/ger
McLain, Burnsed, Morrison,
Johnson, Newman & Roy, P.A.
Post Office Box 490047
Leesburg, Florida 34749-1357

Doc# 99045039
Book: 1720
Pages: 1015 - 1016
Filed & Recorded
05/28/99 12:12:46 PM
JAMES C. WATKINS
CLERK OF CIRCUIT COURT
LAKE COUNTY
RECORDING \$ 9.00
TRUST FUND \$ 1.50

R- The Villages
1100 Main St.
Lady Lake, FL 32159

AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR OAK MEADOWS FIRST ADDITION

~~Book 1720 Page 1015~~

Doc# 99053868
Book: 1729
Pages: 877 - 879
Filed & Recorded
06/29/99 12:08:22 PM
JAMES C. WATKINS
CLERK OF CIRCUIT COURT
LAKE COUNTY
RECORDING \$ 13.00
TRUST FUND \$ 2.00

a Subdivision in Lake County according to the Plat thereof as recorded in Plat Book 40, Page 21, Public Records of Lake County, Florida.

RECITALS

1. On April 14, 1998, The Villages of Lake-Sumter, Inc., as Declarant, recorded in Official Records Book 1600, beginning on page 1013, Public Records of Lake County, Florida, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the subdivision known as OAK MEADOWS FIRST ADDITION ("Declaration"), according to the plat recorded in Plat Book 40, Pages 21, Public Records of Lake County, Florida.

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

NOW, THEREFORE, the Declaration is amended as follows:

Article III of the Declaration is amended by the inclusion of Section 18 as follows:

Section 17. Birds, fish, small dogs and cats shall be permitted, with a maximum of two (2) pets per Lot. Each Owner shall be personally responsible for any damage caused the Common Area by any such pet and shall be responsible to immediately remove and dispose of any excrement of such pet and shall be responsible to keep such pet on a leash. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Area.

Dated this 24th day of May, 1999.

Witnesses:

THE VILLAGES OF LAKE-SUMTER, INC.

Jill McDowell
(Signature of Witness)

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

Jill McDowell
(Print Name of Witness)

George Laufersky
(Signature of Witness)

GEORGE LAUFERSKY
(Print Name of Witness)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 24th day of May, 1999, by Jennifer L. Parr, as Vice President of and on behalf of The Villages of Lake-Sumter, Inc., who is personally known to me.

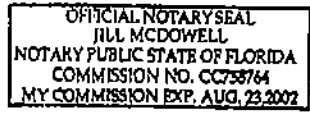
Jill McDowell

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Jill McDowell
(Print Name of Notary Public)

My Commission Expires: 06-28-2004
06-28-2004

Serial/Commission Number)



THIS DOCUMENT IS BEING RE-RECORDED TO ATTACH PAGE 3 WHICH WAS INADVERTENTLY RECORDED SEPARATELY.

WITNESSES:

Carrie Kibel
~~Alonzo A. Young, Jr.~~

Carrie Kibel
(Printed Name)

Francesca L. Flynn
~~Alonzo A. Young, Jr.~~

Francesca L. Flynn
(Printed Name)

LOT 52:

Alonzo A. Young
Alonzo A. Young

Eunice M. Young
Eunice M. Young

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 21st day of May, 1999, by Alonzo A. Young and Eunice M. Young, for the purposes expressed herein.

Jill McDowell
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

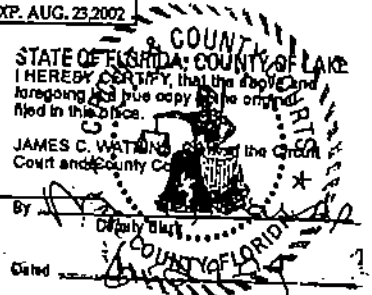
Jill McDowell
(Print Name of Notary Public)

8/23/02
Commission Expiration Date

CC 758764
Commission Number

Personally Known X or Produced Identification _____
Type of Identification Produced: _____

OFFICIAL NOTARY SEAL
JILL MCDOWELL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC758764
MY COMMISSION EXP. AUG. 23, 2002



WITNESSES:

Jill McDowell
Jill McDowell
(Printed Name)

George Lawfersky
GEORGE LAWFRSKY
(Printed Name)

LOT 59:

Kent W. Stradinger, II
Kenton W. Stradinger, II

Shelly L. Stradinger
Shelly L. Stradinger

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 24th day of May, 1999, by Kenton W. Stradinger, II and Shelly L. Stradinger, for the purposes expressed herein.

Jill McDowell
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Jill McDowell
(Print Name of Notary Public)

8/23/02
Commission Expiration Date

CC 758764
Commission Number

Personally Known X or Produced Identification _____
Type of Identification Produced: _____

OFFICIAL NOTARY SEAL
JILL MCDOWELL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC758764
MY COMMISSION EXP. AUG. 23, 2002

THE UNDERSIGNED OWNERS JOIN IN THE AMENDMENT
FOR THE PURPOSE OF CONSENTING THERETO:

Book 1729 Page 878

WITNESSES:

LOT 47:

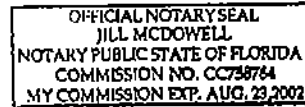
Jill McDowell
Jill McDowell
(Printed Name)
George Laufferky
GEORGE LAUFFERKY
(Printed Name)

Dennis M. Stradinger
Dennis M. Stradinger
Katherine M. Stradinger
Katherine M. Stradinger

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 24th day of May, 1999, by Dennis M. Stradinger and Katherine M. Stradinger for the purposes expressed herein.

Jill McDowell
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Jill McDowell
(Print Name of Notary Public)
8/23/02
Commission Expiration Date
CC 758764
Commission Number



Personally Known X or Produced Identification _____
Type of Identification Produced: _____

WITNESSES:

LOT 49:

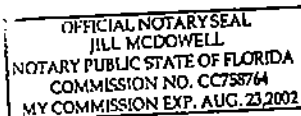
Jill McDowell
Jill McDowell
(Printed Name)
George Laufferky
GEORGE LAUFFERKY
(Printed Name)

Thomas G. Andrews
Thomas G. Andrews
Karen D. Andrews
Karen D. Andrews

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 24th day of May, 1999, by Thomas G. Andrews and Karen D. Andrews, for the purposes expressed herein.

Jill McDowell
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Jill McDowell
(Print Name of Notary Public)
8/23/02
Commission Expiration Date
CC 758764
Commission Number



Personally Known X or Produced Identification _____
Type of Identification Produced: _____

THIS INSTRUMENT PREPARED BY:
Steven M. Roy/ger
McLin, Burnsed, Morrison,
Johnson, Newman & Roy, P.A.
Post Office Box 490047
Leesburg, Florida 34749-1357

Doc# 99045039
Book: 1720
Pages: 1015 - 1016
Filed & Recorded
05/28/99 12:12:46 PM
JAMES C. WATKINS
CLERK OF CIRCUIT COURT
LAKE COUNTY
RECORDING \$ 9.00
TRUST FUND \$ 1.50

R- The Villages
1100 Main St.
Lady Lake, FL 32159

AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR OAK MEADOWS FIRST ADDITION

Book 1720 Page 1015

a Subdivision in Lake County according to the Plat
thereof as recorded in Plat Book 40, Page 21, Public
Records of Lake County, Florida.

RECITALS

1. On April 14, 1998, The Villages of Lake-Sumter, Inc., as Declarant, recorded in Official Records Book 1600, beginning on page 1013, Public Records of Lake County, Florida, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the subdivision known as OAK MEADOWS FIRST ADDITION ("Declaration"), according to the plat recorded in Plat Book 40, Pages 21, Public Records of Lake County, Florida.

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

NOW, THEREFORE, the Declaration is amended as follows:

Article III of the Declaration is amended by the inclusion of Section 18 as follows:

Section 17. Birds, fish, small dogs and cats shall be permitted, with a maximum of two (2) pets per Lot. Each Owner shall be personally responsible for any damage caused the Common Area by any such pet and shall be responsible to immediately remove and dispose of any excrement of such pet and shall be responsible to keep such pet on a leash. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Area.

Dated this 24th day of May, 1999.

Witnesses:

THE VILLAGES OF LAKE-SUMTER, INC.

Jill McDowell
(Signature of Witness)

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

Jill McDowell
(Print Name of Witness)

George Lauferky
(Signature of Witness)

GEORGE LAUFERSKY
(Print Name of Witness)

STATE OF FLORIDA
COUNTY OF LAKE

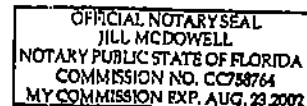
The foregoing instrument was acknowledged before me this 24th day of May, 1999, by Jennifer L. Parr, as Vice President of and on behalf of The Villages of Lake-Sumter, Inc., who is personally known to me.

Jill McDowell
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Jill McDowell
(Print Name of Notary Public)

My Commission Expires: 06-15-2004

06-15-2004
(Serial/Commission Number)



THE UNDERSIGNED OWNERS JOIN IN THE AMENDMENT FOR THE PURPOSE OF CONSENTING THERETO:

WITNESSES:

Witness signatures and printed names: Jill McDowell, George Lauferky.

LOT 47:

Witness signatures and printed names: Dennis M. Stradinger, Katherine M. Stradinger.

STATE OF FLORIDA COUNTY OF Lake

The foregoing instrument was acknowledged before me this 24th day of May, 1999, by Dennis M. Stradinger and Katherine M. Stradinger for the purposes expressed herein.

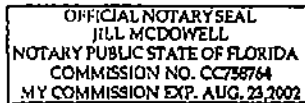
Signature of Notary Public: Jill McDowell

Print Name of Notary Public: Jill McDowell

Commission Expiration Date: 8/23/02

Commission Number: CC 758764

Personally Known [X] or Produced Identification



WITNESSES:

Witness signatures and printed names: Jill McDowell, George Lauferky.

LOT 49:

Witness signatures and printed names: Thomas G. Andrews, Karen D. Andrews.

STATE OF FLORIDA COUNTY OF Lake

The foregoing instrument was acknowledged before me this 24th day of May, 1999, by Thomas G. Andrews and Karen D. Andrews, for the purposes expressed herein.

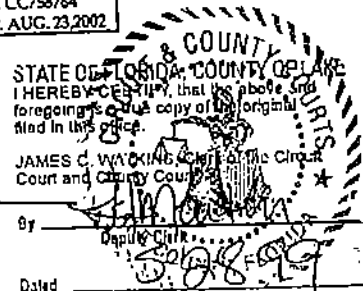
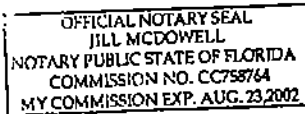
Signature of Notary Public: Jill McDowell

Print Name of Notary Public: Jill McDowell

Commission Expiration Date: 8/23/02

Commission Number: CC 758764

Personally Known [X] or Produced Identification



REC 21.00
TF 3.00
CFC 1.00
C.S. 00mk

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
OAK MEADOWS FIRST ADDITION**

R. Dewey Burnsed, as Trustee, and The Villages of Lake-Sumter, Inc., hereinafter jointly called Declarant, are the owners in fee simple of certain real property located in Lake County, Florida, known by official plat designation as **OAK MEADOWS FIRST ADDITION**, pursuant to a plat recorded in Official Plat Book 40 beginning at page 21 of the Public Records of Lake County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the Lots (as hereinafter described) and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

1. DEFINITIONS:

As used herein, the following definitions shall apply:

- 1.1 **DECLARANT** shall mean R. DEWEY BURNSSED, as TRUSTEE, and THE VILLAGES OF LAKE SUMTER, INC., a Florida corporation, their successors and assigns.
- 1.2 **SUBDIVISION** shall mean the Plat of OAK MEADOWS FIRST ADDITION recorded in Plat Book 40, pages 21-22, of the Public Records of Lake County, Florida.
- 1.3 **LOT** shall mean any plot of land shown upon the Plat which bears a numerical designation, but shall not include Tracts or other areas not intended for a residence.
- 1.4 **HOME** shall mean a detached single family dwelling.
- 1.5 **OWNER** shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Plat.
- 1.6 **SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM** shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40C-4, 40C-40, or 40C-42, F.A.C.

REC'D
CLERK
APR 14 4 08 PM '98
RECORD VERIFIED
LAKE COUNTY, FL

ARTICLE II

Section 1. Approval of St. Johns River Water Management District. Any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition,

R. Martin Demio
1100 main Street
Lady Lake, FL 32159

including the water management portions of the Common Area, must have the prior approval of the St. Johns River Water Management District.

ARTICLE III. USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. All Lots included in the subdivision shall be used for residential purposes only and shall be subject to the following specific residential use restrictions in addition to the general restrictions contained in the Declaration of Restrictions.

Section 2. No building or structure (including barns, garages, etc.) shall be constructed, erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the building or structure have been approved by the Declarant, or his designee, as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. The Declarant's approval or disapproval as required in these covenants shall be in writing. In the event that the Declarant, or his 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.

Section 3. There shall be only one Home on each Lot. All homes must have garages and be of at least 900 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 4" in 12" rise and run roof pitch. The Home shall be a conventionally built home, either site built or prefabricated, which must be placed on the Lot and constructed by the Declarant, or his designee, of a design approved by the Declarant as being harmonious with the development as to color, construction materials, design, size and other qualities. Each home must have eave overhangs and gable overhangs, and all roofing materials shall be shingle or tile materials, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings. Screen cages over pools are allowed. Mansard style screen rooms are also allowed. The Home shall be placed on a Lot in conformance with the overall plan of the Declarant.

Section 4. Each Home and Lot must contain a concrete driveway, the lawn must be sodded, and a lamppost erected in the front yard of each Lot.

Section 5. All outside structures including barns and detached garages, and structures for storage or utility purposes must be approved by the Declarant in writing.

Section 6. Lots within the subdivision are intended for residential use and no commercial, professional or similar activity requiring either maintaining an inventory, or customer/client visits may be conducted in a Home or on a Lot.

Section 7. It shall be the responsibility of the Owners to keep their Lots neat and clean and the grass cut and edged at all times. The Lot Owner shall have the obligation to mow and maintain all areas up to the street pavement. Persons owning Lots adjacent to a lake shall have the obligation to mow and maintain all areas between their lot line and the actual water even though they may not own that portion of the land. If an Owner does not adhere to this regulation, then the work may be performed on behalf of the Owner by the Declarant or his designee, and the cost shall be charged to the Owner.

Section 8. No acrials, satellite reception dishes, or antennas of any kind are permitted in the Subdivision, except as permitted by law.

Section 9. No fence, barrier, wall or structure of any kind or nature shall be placed on the property without prior written approval of the Declarant or his designee.

Section 10. No vehicles incapable of operation shall be stored on any Lot nor shall any junk vehicles or equipment be kept on any Lot.

Section 11. A sign showing the Owner's name will be permitted in common specifications to be set forth by the Declarant. No other signs or advertisements will be permitted without the express written consent of the Declarant.

Section 12. Except as provided above, exterior lighting must be shaded so as not to create a nuisance to others. No other light poles may be erected.

Section 13. The Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Subdivision.

Section 14. No swine or poultry is permitted within the Subdivision.

Section 15. All garbage will be contained in plastic bags prescribed by the Declarant and placed curbside no earlier than the day before scheduled pick-up.

Section 16. The hanging of clothes or clotheslines or poles is prohibited to the extent allowed by law.

ARTICLE IV. OWNER'S OBLIGATIONS OF MAINTENANCE AND REPAIR

Section 1. Each Owner shall, at his sole cost and expense, repair and maintain his house and Lot. Each Owner shall keep his Lot neat and clean and the grass, irrigated, cut and edged at all times and shall also maintain the unpaved area between an adjacent roadway and the Owner's front and side lot lines.

Section 2. If an Owner does not adhere to the above regulation, then the work may be performed on behalf of the Owner by the Declarant or his designee, and the cost shall be charged to the Owner.

ARTICLE V. EASEMENTS AND RIGHTS-OF-WAY

Section 1. Easements and rights-of-way in favor of the Declarant are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines (except for the south portion of Lot 50, and Lots 51 through 57, and the west portion of Lot 58, which shall be subject to a ten foot width which shall also be for a Landscaped Buffer), a five (5) foot width along the dividing lines of every building Lot, and ten (10) feet and along every street, road and highway fronting on each Lot.

Section 2. Declarant reserves the right to extend any streets or roads in said Subdivision or to cut new streets or roads, but no other person shall extend any street or cut any new street over any Lot.

Section 3. No Lot may be used as ingress and egress to any other property or turned into a road by anyone other than the Declarant.

Section 4. No owner of the property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the District pursuant to Chapter 40C-4, F.A.C. No owner of a Lot within the subdivision which is subject to a Special Easement for Landscaping, as shown on the Plat, or described in Article V, Section 1 above, shall take any action to prevent the Landscaped Buffer from complying with those provisions of the Lady Lake Subdivision regulations requiring Landscaped Buffer areas.

**ARTICLE VI. SERVICES TO BE PERFORMED BY DECLARANT
OR DECLARANT'S DESIGNEE**

Section 1. Upon acquiring any interest as an Owner of a Lot in the Subdivision, each Owner hereby agrees to pay for water and sewer services to be provided by the Village Center Community Development District, its successors and assigns. The charges for such services shall be billed and paid on a monthly basis. Garbage and trash service shall be provided by the Town of Lady Lake, or by a carrier designated by the Town of Lady Lake, and the charges therefor shall be paid separately by each Owner. Cable TV may be acquired from a provider of Owner's choice at Owner's expense.

Section 2. The Declarant or its designee shall maintain the Surface Water or Stormwater Management System until such time as a unit of local government with general jurisdiction over the subdivision assumes the maintenance of said system.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Enforcement. Declarant, any designee or successor to the Declarant, or any owner shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, any successor to the Declarant, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the Declarant.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein, provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. 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 Declarant, any designee or successor to the Declarant, or any owner for a period of ninety-nine (99) years from the date hereof. Thereafter, they shall be automatically extended for

additional periods of ten (10) years unless otherwise agreed to in writing by the then owners of at least three-quarters (3/4) of the subdivision lots.

Executed this 12th day of April, 1998.

Signed Sealed and Delivered in the presence of:

Alice M. Rivers

Alice M. Rivers
(Printed Name)

Danielle E. Forward

Danielle E. Forward
(Printed Name)

Danielle D. Vowell

Danielle D. Vowell
(Printed Name)

Rita Deitrich

Rita Deitrich
(Printed Name)

R. Dewey Burnsed, Jr
R. Dewey Burnsed, Jr Trustee

THE VILLAGES OF LAKE-SUMTER, INC.

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

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 13th day of April, 1998, by R. Dewey Burnsed, as Trustee, who is personally known to me and who did not take an oath.

Alice M. Rivers

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

(Print Name of Notary Public)

My Commission Expires: 8-15-99

(Serial/Commission Number)

[NOTARY SEAL]



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 13th day of April, 1998, by Jennifer L. Parr, who is personally known to me and who did not take an oath, the Vice President of THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, on behalf of the corporation.

Mrs. Rita A. Deitrich

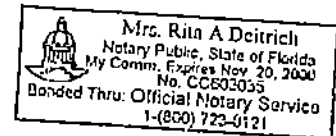
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Mrs. Rita A. Deitrich
(Print Name of Notary Public)

My Commission Expires: Nov. 20, 2000

CC603035
(Serial/Commission Number)

[NOTARY SEAL]



THIS INSTRUMENT PREPARED BY:

Steven M. Roy, Esq.
McLin, Burnsed, Morrison, Johnson,
Newman & Roy, P.A.
P. O. Box 491357
Leesburg, FL 34749-1357

RETURN TO:
Martin L. Dzuro, PSM
Grant & Dzuro
1100 Main Street
Lady Lake, FL 32159

The Villages

OF ORANGE BLOSSOM GARDENS

THE VILLAGES OF LAKE-SOMYER, INC.
OAK MEADOWS SUBDIVISION
PURCHASE AGREEMENT

SOLD BY: _____

ADV: _____
JOB NUMBER: _____
DECOR: _____

THIS AGREEMENT, made this _____ day of _____, 19_____, by and between R. DREWY BURNSED, AS TRUSTEE, whose address is Post Office Box 491357, Leesburg, Lake County, Florida, hereinafter called "Owner", and THE VILLAGES OF LAKE-SOMYER, INC. a Florida corporation having its principal place of business at 1200 Avenida Central, Lady Lake, Lake County, Florida, hereinafter called "Seller", and _____

hereinafter called the "Buyer":

WITNESSETH:

WHEREAS, the Buyer wishes to purchase from the Owner, upon the terms and conditions hereinafter set forth, all of that certain parcel of land situated in the County of Lake, State of Florida, legally described as follows:

Lot _____ of Oak Meadows Subdivision, according to the plat thereof, as recorded in Plat Book 28, page 64, of the public records of Lake County, Florida.

and to purchase from THE VILLAGES OF LAKE-SOMYER, INC. a home and improvements to be erected on the above described lot by THE VILLAGES OF LAKE-SOMYER, INC., and the purchase price for which is contained in a separate agreement to be executed when the home and improvements are ordered, and

WHEREAS, the Buyer wishes to have the ability to defer the selection of a particular home for a period of time not to exceed one (1) year from the date of the Agreement, at the option of Buyer, and

WHEREAS, Buyer has made a personal on-site inspection of the real property prior to the execution of this contract.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. At the closing of this transaction, the Owner agrees to convey to the Buyer by Special Warranty Deed, good and insurable title to the above described property, free and clear of any and all encumbrances whatsoever, except for easements, reservations, restrictions and limitations of record or common to the area, conditions, zoning regulations and Declaration of Restrictions, based on the following Purchase Price and Method of Payment:

a. PURCHASE PRICE: The purchase Price for the real property upon which the home and improvements shall be erected By the Seller shall be _____ DOLLARS (\$ _____).

b. METHOD OF PAYMENT: The Buyer, upon signing this Agreement shall deposit with Seller the sum of _____ DOLLARS (\$ _____), as a deposit for the purchase of the above described real property. At the time of closing of this transaction, the remainder of the Purchase Price for the property and any portion of the Purchase Price for the home and improvements, which remains unpaid, is to be paid in cash or cashier's check.

c. THE BUYER OF A ONE-FAMILY OR TWO FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10% OF THE PURCHASE PRICE) DEPOSITED IN AN INTEREST-BEARING ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED IN WRITING BY THE BUYER. THE RIGHT TO HAVE THE DEPOSIT HELD IN ESCROW ACCOUNT IS HEREBY WAIVED BY THE BUYER.

2. Buyer agrees to select and order, within one (1) year from the date hereof, a particular home and improvements for immediate build and closing, which the Seller shall be obligated to erect on the property subject to this Agreement, within ninety (90) days after order. The parties agree that the price of the home and improvements shall be determined by the Seller's then prevailing prices. The size of the home placed on the above referenced lot shall be no less than 900 square feet of heated and air conditioned living space and must have a carport or garage. An additional deposit in the amount of 20% of the total purchase price of the lot and home will be required at the time the home is ordered.

Apartments Master File Listing
By Name

| STS COUNTY | UNIT | UNIT-SUB | LOT NUMBER | SUB NUMBER | HOUSE NUMBER | Street Name | ACCOUNT NUMBER | CUSTOMER NAME | LAST NAME | LAND SALE/ASSIGN YMD | PHYSICAL CLOSING YMD | CURRENT CHARGE | CURRENT BALANCE |
|--------------|------|----------|------------|------------|--------------|-------------|----------------|---------------|-----------|----------------------|----------------------|----------------|-----------------|
| A | 0 | 89 | 18 | | 235 | OAK LN | 4780 | RUSSELL W | BOWE | 19940219 | 94/02/20 | 104.00 | 104.00 |
| A | 0 | 89 | 28 | | 210 | OAK LN | 4539 | JONN G | LMKLA | 19930714 | 93/10/07 | 104.00 | 104.00 |
| A | 0 | 89 | 42 | | 804 | HARPER PL | 74107 | JULIE | NEEB | 94/09/08 | 87/05/18 | .00 | .00 |
| 1 | 0 | 89 | 17 | | 233 | OAK CN | 7208 | CAROL A | RITT | 19920705 | 92/08/25 | 104.00 | 104.00 |
| 1 | 0 | 89 | 57 | X | 807 | HARPER PL | 73815 | ROBERT S | TEMPESTA | 19980107 | 89/02/23 | 104.00 | 104.00 |
| A | 0 | 89 | 37 | | | | 49748 | ANNIEE | ZAWMIAN | | | 104.00 | 104.00 |
| FINAL TOTALS | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | 521.00 | 312.00 |
| COUNT | | | | | | | | | | | | 7 | |

*** END OF REPORT ***

1

COVENANTS FOR AMENITY SERVICES

THIS AGREEMENT is made between THE VILLAGES OF LAKE-SUMTER, INC., hereinafter referred to as "The Villages", and the undersigned Owner of Lot _____, of OAK MEADOWS SUBDIVISION, according to the plat thereof as recorded in Plat Book 28, page 84, Public Records of Lake County, Florida, and they do agree this _____ day of _____, 19____, and they do hereby impress upon said lot the following covenants, restrictions and servitude:

1. These restrictions shall be in addition to the previous restrictions heretofore placed upon said properties by R. DEWEY BURNSED, AS TRUSTEE, as Developer and previously recorded in Official Records Book 918, page 1061, Public Records of Lake County, Florida. These restrictive covenants may be amended or altered by agreement between The Villages and the then Owner of the Lot to which it is applicable. There shall be no third party beneficiary of these additions to the Restrictive Covenants, and they may not be enforceable in any manner by any party other than The Villages of Lake-Sumter, Inc. and their successors and assigns and the Owner of the Lot. They shall be deemed to be covenants and restrictions which run with the land.

2. The Villages has developed adjoining properties generally known as Orange Blossom Gardens and has agreed to perpetually maintain the recreational facilities and common grounds thereof. Upon acquiring an interest as an Owner of the Lot, the Owner agrees to pay a monthly assessment or charge against the Lot for the use of the recreational facilities and common grounds of Orange Blossom Gardens. The rights of Owner shall be consistent with, and the same as, any other resident of Orange Blossom Gardens. The initial amount of the assessment per month is \$_____. The maintenance sum set forth is limited to the Owner named herein. In the event the Owner transfers, assigns, or in any way or manner conveys its interest in and to the Lot and/or home, the new Owner shall be obligated to pay the prevalent maintenance sum that is then in force and effect for new Owners of Lots in the most recent addition or unit of Orange Blossom Gardens.

3. The monthly assessment or charge set forth in the foregoing paragraph is based on the cost of living for the month of sale as reflected in the Consumer Price Index, U.S. Average of Items and Food, published by the Bureau of Labor Statistics of the U.S. Department of Labor. The month of sale shall be the date of the Contract for Purchase of the Lot heretofore entered into between the Developer and the Owner. There shall be an adjustment in the monthly assessment or charge in three (3) years and every year thereafter. The adjustment shall be proportional to the percentage increase or decrease in the Index from date of sale to three (3) years from the said date and each subsequent one (1) year period thereafter. Each adjustment shall be in effect for the intervening one (1) year period. Adjustments not used on any adjustment date may be made any time thereafter. In the event additional facilities have been requested, approved by the Owner of Lots in Orange Blossom Gardens pursuant to the Restrictive Covenants thereof authorizing monthly assessments in excess of those set forth herein, then the Owner's assessment shall be equal to those charges to owners of lots in Orange Blossom Gardens without the limitations set forth above.

4. The monthly charges for services described above shall be due and payable monthly, and said charges once in effect will continue from month to month whether or not the Lot is vacant or occupied.

5. Owner does hereby give and grant unto The Villages a continuing lien in the nature of a mortgage upon the Lot of the Owner superior to all other liens and encumbrances, except any institutional first mortgage. This lien shall secure the payment of all monies due The Villages hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosure of mortgages. In any such action or any other action to enforce the provisions of this lien, including appeals, The Villages shall be entitled to recover attorney's fees incurred by it, abstract bills and court costs. An institutional first mortgage referred to herein shall be a mortgage upon a lot and the improvements thereon, originally granted to an Owner by a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company intended to finance the lot and/or improvements.

6. Owner, together with Owner's heirs, successors and assigns, agrees to take title subject to and be bound by, and pay the charge set forth herein, and acceptance of the deed shall further signify approval of said charge as being reasonable and fair, taking into consideration the nature of The Villages' project, The Villages' investment in the recreational areas, and in view of all the other benefits to be derived by the Owner as provided herein.

7. Owner acknowledges that Owner and Owner's heirs, successors and assigns, shall not have any right, title, claim or interest in and to the recreational area and facilities contained herein or appurtenant thereto, by reason of this Agreement or otherwise, it being specifically agreed that The Villages, its successors and assigns, is the sole and exclusive owner of said facilities.

8. If Owner or persons in possession of said Lot shall violate or attempt to violate any of the covenants, conditions and reservations herein, it shall be lawful for The Villages to prosecute any proceedings at law or in equity against any such person or persons violating or attempting to violate any such conditions or reservations, either to prevent him or them from so doing, or to recover damages or any proper charges for such violation. Cost of such proceedings, including a reasonable attorney's fee shall be paid by the party losing said suit.

9. These Covenants shall be in full force and effect so long as the Restrictive Covenants of Orange Blossom Gardens Unit No. 15 as recorded in O.R. Book 1034, page 847, Public Records of Lake County, Florida are in effect. However, it is further agreed that the agreement and the implementation thereof shall be suspended at any time that there is one or more persons living on the lot to which this is applicable who is under the age of nineteen (19) years old. Notwithstanding that, it shall not be suspended during any period of time that children are visiting, subject to a maximum of thirty (30) days per calendar year. Should one or more such children live on the premises the agreement shall be suspended and no sums will be paid for the use of the recreational amenities during such period, and the right to use the facilities shall be suspended as well. At such time as the lot is no longer inhabited by a person under the age of 19 years, then the agreement shall be in full force and effect again. Children are not prohibited as residents pursuant to the restrictive covenants affecting said lot. Since The Villages' facilities are designed for adults, it is not willing to extend the use of the facilities to children residents other than visitors as set forth herein.

WITNESSES:

THE VILLAGES OF LAKE-SUMTER, INC.

By: _____
H. Gary Morse, Vice President
(Corporate Seal)

Owner

Owner

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by H. Gary Morse, the Vice President of The Villages of Lake-Sumter, Inc., a Florida corporation, who did not take an oath.

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

(Print Name of Notary Public)

My Commission Expires: _____

(Serial/Commission Number)

Personally Known _____ or Produced Identification _____

Type of Identification Produced: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, who did not take an oath.

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

(Print Name of Notary Public)

My Commission Expires: _____

(Serial/Commission Number)

Personally Known _____ or Produced Identification _____

Type of Identification Produced: _____

4-20-97
1.50 FF
10.50

OFF. REC. 632 PART 237

Acc # 49748

COVENANTS FOR AMENITY SERVICES

THIS AGREEMENT is made between THE VILLAGES OF LAKE-SUMTER, INC., hereinafter referred to as "The Villages", and the undersigned Owner of Lot 37, of OAK MEADOWS SUBDIVISION, according to the plat thereof as recorded in Plat Book 28, page 64, Public Records of Lake County, Florida, and they do agree this 17th day of April, 1997, and they do hereby impress upon said lot the following covenants, restrictions and servitude:

1. These restrictions shall be in addition to the previous restrictions heretofore placed upon said properties by R. DEWEY BURNSED, AS TRUSTEE, as Developer and previously recorded in Official Records Book 918, page 1061, Public Records of Lake County, Florida. These restrictive covenants may be amended or altered by agreement between The Villages and the then Owner of the Lot to which it is applicable. There shall be no third party beneficiary of these additions to the Restrictive Covenants, and they may not be enforceable in any manner by any party other than The Villages of Lake-Sumter, Inc. and their successors and assigns and the Owner of the Lot. They shall be deemed to be covenants and restrictions which run with the land.

2. The Villages has developed adjoining properties generally known as Orange Blossom Gardens and has agreed to perpetually maintain the recreational facilities and common grounds thereof. Upon acquiring an interest as an Owner of the Lot, the Owner agrees to pay a monthly assessment or charge against the Lot for the use of the recreational facilities and common grounds of Orange Blossom Gardens. The rights of Owner shall be consistent with, and the same as, any other resident of Orange Blossom Gardens. The initial amount of the assessment per month is \$99.00. The maintenance sum set forth is limited to the Owner named herein. In the event the Owner transfers, assigns, or in any way or manner conveys its interest in and to the Lot and/or home, the new Owner shall be obligated to pay the prevalent maintenance sum that is then in force and effect for new Owners of Lots in the most recent addition or unit of Orange Blossom Gardens.

3. The monthly assessment or charge set forth in the foregoing paragraph is based on the cost of living for the month of sale as reflected in the Consumer Price Index, U.S. Average of Items and Food, published by the Bureau of Labor Statistics of the U.S. Department of Labor. The month of sale shall be the date of the Contract for Purchase of the Lot heretofore entered into between the Developer and the Owner. There shall be an adjustment in the monthly assessment or charge in three (3) years and every year thereafter. The adjustment shall be proportional to the percentage increase or decrease in the index from date of sale to three (3) years from the said date and each subsequent one (1) year period thereafter. Each adjustment shall be in effect for the intervening one (1) year period. Adjustments not used on any adjustment date may be made any time thereafter. In the event additional facilities have been requested, approved by the Owner of Lots in Orange Blossom Gardens pursuant to the Restrictive Covenants thereof authorizing monthly assessments in excess of those set forth herein, then the Owner's assessment shall be equal to those charges to owners of lots in Orange Blossom Gardens without the limitations set forth above.

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4. The monthly charges for services described above shall be due and payable monthly, and said charges once in effect will continue from month to month whether or not the Lot is vacant or occupied.

5. Owner does hereby give and grant unto The Villages a continuing lien in the nature of a mortgage upon the Lot of the Owner superior to all other liens and encumbrances, except any institutional first mortgage. This lien shall secure the payment of all monies due The Villages hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosure of mortgages. In any such action or any other action to enforce the provisions of this lien, including appeals, The Villages shall be entitled to recover attorney's fees incurred by it, abstract bills and court costs. An institutional first mortgage referred to herein shall be a mortgage upon a lot and the improvements thereon, originally granted to an Owner by a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company intended to finance the lot and/or improvements.

6. Owner, together with Owner's heirs, successors and assigns, agrees to take title subject to and be bound by, and pay the charge set forth herein, and acceptance of the deed shall further signify approval of said charge as being reasonable and fair, taking into consideration the nature of The Villages' project, The Villages' investment in the recreational areas, and in view of all the other benefits to be derived by the Owner as provided herein.

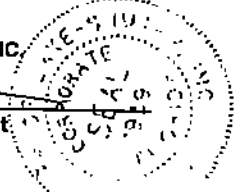
7. Owner acknowledges that Owner and Owner's heirs, successors and assigns, shall not have any right, title, claim or interest in and to the recreational area and facilities contained herein or appurtenant thereto, by reason of this Agreement or otherwise, it being specifically agreed that The Villages, its successors and assigns, is the sole and exclusive owner of said facilities.

8. If Owner or persons in possession of said Lot shall violate or attempt to violate any of the covenants, conditions and reservations herein, it shall be lawful for The Villages to prosecute any proceedings at law or in equity against any such person or persons violating or attempting to violate any such conditions or reservations, either to prevent him or them from so doing, or to recover damages or any proper charges for such violation. Cost of such proceedings, including a reasonable attorney's fee shall be paid by the party losing said suit.

9. These Covenants shall be in full force and effect so long as the Restrictive Covenants of Orange Blossom Gardens Unit No. 15 as recorded in O.R. Book 1034, page 847, Public Records of Lake County, Florida are in effect. However, it is further agreed that the agreement and the implementation thereof shall be suspended at any time that there is one or more persons living on the lot to which this is applicable who is under the age of nineteen (19) years old. Notwithstanding that, it shall not be suspended during any period of time that children are visiting, subject to a maximum of thirty (30) days per calendar year. Should one or more such children live on the premises the agreement shall be suspended and no sums will be paid for the use of the recreational amenities during such period, and the right to use the facilities shall be suspended as well. At such time as the lot is no longer inhabited by a person under the age of 19 years, then the agreement shall be in full force and effect again. Children are not prohibited as residents pursuant to the restrictive covenants affecting said lot. Since The Villages' facilities are designed for adults, it is not willing to extend the use of the facilities to children residents other than visitors as set forth herein.

WITNESSES:
Renee B. Dix
Renee B. Dix

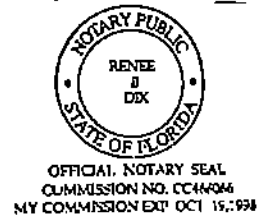
THE VILLAGES OF LAKE-SUMTER, INC.
By: H. Gary Morse
H. Gary Morse, Vice President
(Corporate Seal)
Arminee Zamanian
x



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 23 day of April 1997, by H. Gary Morse, the Vice President of The Villages of Lake-Sumter, Inc., a Florida corporation, who did not take an oath.

Renee B. Dix
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Renee B. Dix
(Print Name of Notary Public)
My Commission Expires: 10-19-98
468066
Serial/Commission Number)
Personally Known or Produced Identification
Type of Identification Produced: _____



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 23 day of April 1997, by ARMINEE ZAMANIAN who did not take an oath.

Renee B. Dix
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Renee B. Dix
(Print Name of Notary Public)
My Commission Expires: 10-19-98
468066
(Serial/Commission Number)
Personally Known or Produced Identification
Type of Identification Produced: _____

RECORDED IN
PUBLIC RECORDS
SUMTER COUNTY, FLA.
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GLORIA A. BAYBARD
CLERK OF CIRCUIT COURT
BY Debra Howard D.C.

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