

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
SPRING ARBOR VILLAGE**

D. W. Mathews, as Trustee, (hereinafter called "Declarant"), is the owner in fee simple of certain real property located in the Town of Lady Lake, Lake County, Florida, known by official plat designation as **SPRING ARBOR VILLAGE**, pursuant to a plat recorded in Official Plat Book \_\_\_\_\_ beginning at page \_\_\_\_\_ 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 real property described above 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**

Section 1. "Association" shall mean the **SPRING ARBOR VILLAGE PROPERTY OWNERS ASSOCIATION, INC.** or some other similarly named nonprofit corporation, its successors and assigns, which may be formed to assume the rights and duties described hereto. The Articles of Incorporation of the Association are attached hereto as Exhibit A. The Bylaws of the Association are attached hereto as Exhibit B.

Section 2. "Common Elements" shall mean (1) all real property shown on the plat referenced above as "Common Area" dedicated for the common use and enjoyment of the owners or residents, or subsequently conveyed to the Association, (2) the surface water management system within the subdivision, (3) all sidewalks and paved walkways, as originally constructed by the Declarant, and (4) wood fencing on the rear of Lots 4, 5, 12, 13, 20, 21, 28, 29 and 47 through 56, as originally constructed by Declarant.

Section 3. "Declarant" shall mean **D. W. MATHEWS, a/k/a DON W. MATHEWS**, and his successors and assigns.

Section 4. "Lot" shall mean any unit of land designated as a lot on the recorded subdivision plat referred to above, or such other unit of land subsequently brought within these restrictions as a Lot.

Section 5. "Maintenance" shall mean the exercise of reasonable care and repair to keep Common Elements, including the Surface Water or Stormwater Management System and other related improvements and fixtures in good repair and condition. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6. "Member" shall mean every person or entity who owns a Lot within the Subdivision and holds membership in the Association.

Section 7. "Institutional First Mortgage" shall mean a conventional first lien mortgage granted by an owner to a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company

Section 8. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation. Every "owner" shall be a "member".

Section 9. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the association as hereinafter provided.

Section 10. "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, overdrainage, 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.

Section 11. "Tract" shall mean any unit of land designated as a Tract on the recorded subdivision plat referred to above.

## ARTICLE II. THE ASSOCIATION

Section 1. Membership. Every owner of a Lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. Voting. The Association shall have two classes of voting members.

Class A: Class A owners shall be all owners in the subdivision except the Declarant. Each owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves, however in no event shall more than one vote be cast with respect to any lot.

Class B: The Class B member shall be the Declarant, its successors and assigns. The Class B member shall be entitled to five votes per lot.

Section 3. Lien and Personal Obligation of Assessments. Declarant hereby covenants for each Lot within the subdivision, and each owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 4. Services Provided by the Association. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision and for the repair and maintenance of Common Elements, including the maintenance and repair of the Surface Water or Stormwater

Management Systems, including but not limited to work within retention areas, drainage structures and drainage easements.

The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management Systems. Maintenance of the Surface Water or Stormwater Management Systems shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management Systems shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

In the event the need for maintenance or upkeep is attributable to the willful or negligent act of the owner of a Lot, his family, guests, or invitee, the cost of such maintenance or upkeep shall be added to and become part of the assessment to which such Lot is subject.

**Section 5. Uniform Rate of Assessment.** Annual assessments must be fixed at a uniform rate for all Lots, except for the charges for potable water which shall be separately metered and charged based upon consumption.

**Section 6. Commencement and Collection of Annual Assessments.** The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the date upon which the Declarant closes on the sale of that Lot from the Declarant. The board of directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid, and shall, on or before February 1 of each year, cause to be recorded in the Public Records of Lake County, a list of delinquent assessments as of December 31 of the prior year. Pursuant to Florida Statute 617.308, the Declarant may elect to terminate its exclusion from the obligation to pay annual assessments and begin paying annual assessments at which time the Declarant shall have no further obligation to pay operating expenses incurred that exceed the assessments received from other members.

**Section 7. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his Lot.

**Section 8. Subordination of Assessment Lien to Mortgages.** The assessment lien provided for herein shall be subordinate to the lien of any Institutional First Mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure of a Institutional First Mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer and after the date of the mortgage. No other sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon.

### 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 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 1,100 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 Association, or its 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 material, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings (excepts as otherwise approved by the Declarant). Screen cages are 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 and concrete sidewalks along all Lot lines adjoining roadways. The lawn must be sodded, and a lamppost erected in the front yard of each Lot. Mailboxes will be of a cluster type approved by the Declarant or his designee and located upon the Common Elements.

Section 5. No outside structures including barns, detached garages or structures for storage or utility purposes are permitted within the Subdivision.

Section 6. Properties 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. If an Owner does not adhere to this regulation, then the work may be performed on behalf of the Owner by the Association and the cost shall be charged to the Owner.

Section 8. No aeriels, satellite reception dishes, or antennas of any kind are permitted in the Subdivision, except as permitted by law or as authorized by the Declarant, or his designee.

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 unless stored within a garage, barn or similar structure.

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, except as otherwise approved by the Declarant.

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.

Section 17. It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the Surface Water Management System pursuant to Chapter 40C-4, F.A.C., approved and on file with the St. Johns River Water Management District (SJRWMD). No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, mitigation areas, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision unless prior written approval is received from the SJRWMD pursuant to Chapter 40C-4.

The Declarant has constructed a drainage swale upon each Lot for the purpose of managing and confining the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

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

Section 1. Each owner shall, at his sole cost and expense, repair and maintain his residence. Each owner shall keep his Lot neat and clean and the grass 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. The owners of Lots 1 through 4 and 45 through 47 shall also maintain the area between the owner's lot line and the wall or fence on adjoining Tracts C, D and G.

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 the Association and the cost shall be charged to the owner.

## ARTICLE V

**Section 1. Owner's Easements of Enjoyment in Common Elements.** Every owner of a Lot shall have a right and easement of ingress and egress and enjoyment in and to the Common Elements. Such rights and privileges are subject to the following:

(a) The right to dedicate or transfer all or any part of the Common Elements to any municipality, public agency, authority, public utility or private utility for such purposes and subject to such conditions as may be agreed upon by the members.

(b) Subject to such limitations as may be imposed by the Bylaws, each owner may delegate his right of enjoyment in and to the common areas and facilities to the members of his family, his guests, tenants, and invitees.

**Section 2. Other Easements.**

(a) Easements for installation and maintenance of underground utilities, cable television, drainage facilities, landscaping and fencing, are hereby reserved over the common, reserved and dedicated areas. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) 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, and for such fences, walls or sidewalks as are originally constructed by the Declarant. 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 Lots 33 through 45 which shall be subject to a ten (10) foot width), a five (5) foot width along the dividing lines of every building Lot, and twenty (20) feet and along every street, road and highway fronting on each Lot.

(c) The Declarant and its successors and assigns, and the Association, shall have the right and privilege and easement of doing whatever may be necessary in, on, under, and above such Lots, Tracts and Common Areas to carry out any of the duties, purposes or reservations and rights reserved herein, or on the plat of the Subdivision.

**Section 3. Easement for Access and Drainage.** The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of

the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Section 4. Right of Entry. The Declarant, through its duly authorized employees and contractors and agents and the Association, shall have the right after reasonable notice to the owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 5. No Partition. There shall be no judicial partition of the common area, nor shall Declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

#### 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.

#### ARTICLE VII. GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the Association, 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, the association, 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.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

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, except that any amendment that materially affects the Surface Water Management System, including the water management portions of the Common Areas, must have the prior written consent of St. Johns River Water Management District.

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, the association or any owner for a period or

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 10<sup>th</sup> day of September, 1998.

Signed Sealed and Delivered  
in the presence of:

Danielle D. Vonnell  
Danielle D Vonnell  
(Printed Name)

Danielle E Forward  
Danielle E Forward  
(Printed Name)

D. W. Mathews  
D. W. MATHEWS as Trustee, and Individually

STATE OF FLORIDA  
COUNTY OF LAKE

Before Me, the undersigned authority, personally appeared D. W. Mathews, as Trustee, and individually, to me known to be the person in and who executed the foregoing Instrument.

WITNESS my hand and official seal in the County and State aforesaid, this 10<sup>th</sup> day of Sept., 1998.

Mrs. Rita A. Deltrich  
NOTARY PUBLIC

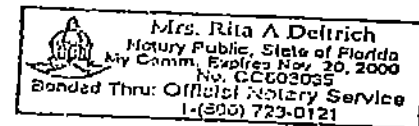
Mrs. Rita A. Deltrich  
(Printed Name)

My Commission Expires: 11-20-00  
CC 603035

Serial/Commission Number

Personally Known ☒ or Produced Identification

Type of Identification Produced: N/A



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 St.  
Lady Lake, Florida 32159

CAUSE: STEVEN M. ROY HAS STRUCTURE BORN 7/20/September 10, 1998



**EXHIBIT A**

**ARTICLES OF INCORPORATION  
OF  
SPRING ARBOR VILLAGE  
PROPERTY OWNERS ASSOCIATION, INC.**

THE UNDERSIGNED HEREBY ASSOCIATE THEMSELVES FOR THE PURPOSE OF FORMING A CORPORATION NOT-FOR-PROFIT UNDER AND PURSUANT TO CHAPTER 617, FLORIDA STATUTES, AND DO HEREBY CERTIFY AS FOLLOWS:

**ARTICLE I**

**NAME**

1.1 The name of the Corporation shall be **SPRING ARBOR VILLAGE PROPERTY OWNERS ASSOCIATION, INC.** and its initial principal place of business and mailing address shall be 1100 Main Street, Lady Lake, Florida 32159. For convenience, the Corporation shall be herein referred to as the "Association."

**ARTICLE II**

**PURPOSES AND POWERS**

2.1 **Purposes.** The specific primary purposes for which the Association is organized are to provide for maintenance, preservation and architectural control of the lots and common elements within a certain tract of real property described as SPRING ARBOR VILLAGE, and to promote the health, safety and welfare of the residents within the above-described development and such additions thereto as may hereafter be brought within the jurisdiction of the Association for such purpose.

The Association shall operate, maintain and manage the Surface Water or Stormwater Management Systems in a manner consistent with the St. Johns River Water Management District Permit No. 42-069-1279N-ERP requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the Surface Water or Stormwater Management Systems.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water or Stormwater Management Systems.

2.2 **Powers.** In furtherance of such purposes set forth in Section 2.1 above, the Association shall have the power to:

a. Perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions and Restrictions (the "Declaration") applicable to the subdivision and to be recorded in the Public Records of Lake County, Florida.

b. Affix, levy, collect and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied on or imposed against the property of the Association.

c. Acquire (by gift, purchase or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association.

d. Borrow money and, subject to the consent by vote or written instrument of two-thirds (2/3) of each class of members, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

e. Dedicate, sell or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the Members, agreeing to such dedication, sale or transfer.

f. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property or common areas, provided that any merger, consolidation or annexation shall have the assent by vote or written instrument of two-thirds (2/3) of the Members.

g. Have and exercise any and all powers, rights and privileges that a nonprofit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

2.3 The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against Members as provided in the Declaration, and no part of any net earnings of the Association will inure to the benefit of any Member.

**GRANT** Engineers  
& Surveyors  
**DZURO** Planners

1100 Main Street The Villages, FL 32159  
Tel No. (352) 753-6260 Fax No. (352) 753-6264  
E-MAIL: marty.dzuro@thevillages.com

**FACSIMILE COVER PAGE**

DATE: 3,26,01

TO: Monica

OF: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

RE: \_\_\_\_\_

FROM: MARTIN L. DZURO, P.S.M.

TOTAL PAGES 20  
(INCLUDING THIS COVER PAGE)

ADDITIONAL COMMENTS:

I also have a Colored Map that shows  
who is responsible for what. If you  
would like to see it, please drop by  
the office.

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# 99045040  
Book: 1720  
Pages: 1017 - 1018  
Filed & Recorded  
05/28/99 12:14:12 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 SPRING ARBOR VILLAGE

Book 1720 Page 1017

a Subdivision in Lake County according to the Plat  
thereof as recorded in Plat Book 40, Page 92, Public  
Records of Lake County, Florida.

RECITALS

1. On October 1, 1998, D.W. Mathews, Trustee, as Declarant, recorded in Official Records Book 1648, beginning on page 1157, Public Records of Lake County, Florida, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the subdivision known as SPRING ARBOR ("Declaration"), according to the plat recorded in Plat Book 40, Pages 92, 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 18. 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 21st day of May, 1999.

Witnesses:

Brenda Bryant  
(Signature of Witness)

Brenda Bryant  
(Print Name of Witness)

Judy Hooper  
(Signature of Witness)

Judy Hooper  
(Print Name of Witness)

D.W. Mathews  
D.W. Mathews, Trustee and Individually

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 21 day of May, 1999, by D. W. Mathews, as Trustee and individually, who is personally known to me.

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

Brenda Bryant  
(Print Name of Notary Public)

My Commission Expires: 3-28-2003

008219916  
Serial/Commission Number)



WITNESSES:

Carrie Kibel  
~~Alonzo A. Young, Jr.~~  
Carrie Kibel  
 (Printed Name)  
~~Francesca L. 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 21<sup>st</sup> 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 Laufer  
GEORGE LAUFERSKY  
 (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 24<sup>th</sup> 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

STATE OF FLORIDA COUNTY OF LAKE  
 I HEREBY CERTIFY that the above and  
 foregoing is a true copy of the original  
 filed in this office.  
 JAMES C. WATKINS, Clerk of the Circuit  
 Court and County Clerk

By \_\_\_\_\_

Dated 5-28-99

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

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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 SPRING ARBOR VILLAGE

Book 1720 Page 1017

a Subdivision in Lake County according to the Plat  
thereof as recorded in Plat Book 40, Page 92, Public  
Records of Lake County, Florida.

RECITALS

1. On October 1, 1998, D.W. Mathews, Trustee, as Declarant, recorded in Official Records Book 1648, beginning on page 1157, Public Records of Lake County, Florida, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the subdivision known as SPRING ARBOR ("Declaration"), according to the plat recorded in Plat Book 40, Pages 92, 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 18. 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 21st day of May, 1999.

Witnesses:

Brenda Bryant  
(Signature of Witness)

Brenda Bryant  
(Print Name of Witness)

Judy Hooper  
(Signature of Witness)

Judy Hooper  
(Print Name of Witness)

D.W. Mathews  
D.W. Mathews, Trustee and Individually

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 21 day of May, 1999, by D. W. Mathews, as Trustee and individually, who is personally known to me.

Brenda Bryant

NOTARY PUBLIC - STATE OF FLORIDA

(Signature of Notary Public)

Brenda Bryant

(Print Name of Notary Public)

My Commission Expires: 3-28-2003

CC 82996

Serial/Commission Number)

