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THIS INSTRUMENT PREPARED BY:
Craig W. Little/ml
McLin & Burnsed, P.A.
Post Office Box 1299
The Villages, Florida 32158-1299



AMENDMENT AND RESTATEMENT OF THE
DECLARATION OF RESTRICTIONS
FOR HOMESITES 1 THROUGH 165, AND 168 THROUGH 226,
THE VILLAGES OF MARION UNIT NO. 65

a Subdivision in Marion County according to the Plat thereof as recorded
in Plat Book 7, Pages 26 through 31, Public Records of Marion County,
Florida.

RECITALS

1. On October 9, 2002, The Villages of Lake-Sumter, Inc., as Declarant, recorded in Official Records Book 3252, Page 0167, Public Records of Marion County, Florida, DECLARATION OF RESTRICTIONS for the subdivision known as THE VILLAGES OF MARION UNIT NO. 65 ("Declaration"), according to the plat recorded in Plat Book 7, Pages 26 through 31, Public Records of Marion County, Florida.

2. At this time, the Declarant wishes to amend the Declaration by restating the Declaration in its entirety thereby deleting therefrom Lots 166 and 167.

NOW, THEREFORE, the Declaration is amended by restating the Declaration as follows:

THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, whose post office address is 1100 Main Street, The Villages, Florida 32159 (hereinafter referred to as "Developer"), the owner of all the foregoing described lands, does hereby impress on each Homesite in the subdivision (and not upon any tracts within the subdivision), the covenants, restrictions, reservations, easements and servitudes as hereinafter set forth:

1. DEFINITIONS:

As used herein, the following definitions shall apply:

1.1 DEVELOPER shall mean THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, its successors and assigns.

1.2 SUBDIVISION shall mean Homesites 1 through 165 and 168 through 226, the Plat of the VILLAGES OF MARION UNIT NO.65, recorded in Plat Book 7, Pages 26 through 31, of the Public Records of Marion County, Florida.

1.3 HOME shall mean a detached single family dwelling.

1.4 HOMESITE shall mean any plot of land shown upon the Plat which bears a numerical designation of Lots 1 through 165 and 168 through 226, but shall not include Lots 166 and 167, Tracts or other areas not intended for a residence.

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

2. COVENANTS, CONDITIONS AND RESTRICTIONS:

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

2.2 No building or structure shall be constructed, erected, placed or altered on any Homesite until the construction plans and specifications and a plan showing the location of the building or structure have been approved by the Developer. 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 (District).

2.3 The Developer's approval or disapproval as required in these covenants shall be in writing. In the event that the Developer, or its designated representative fails to approve or disapprove plans and specifications submitted to it within thirty (30) days after such submission, approval will not be required.

2.4 All Homes will contain modern plumbing facilities connected to the wastewater and potable water systems provided by the Developer's designee. Private irrigation wells are prohibited.

2.5 There shall be only one Home on each Homesite. All Homes must have garages and be of at least 1240 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air-conditioned space. All Homes must be constructed with at least a 6" in 12" rise and run roof pitch. The Home shall be a conventionally built home and which must be placed on the Homesite and constructed by the Developer, or its designee, of a design approved by the Developer as being harmonious with the development as to color, construction materials, design, size and other qualities. Each Home must have eave overhangs and gable overhangs, and all roofing materials shall be shingle or tile materials, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings. Screen cages over patios and pools are allowed. The Home shall be placed on a Homesite in conformance with the overall plan of the Developer. The Developer shall have the sole right to build the Home on the Homesite and designate the placement of the access to the Homesite, at the sole cost and expense of the Owner. After the Home has been constructed, no reconstruction, additions, alterations, or modifications to the Home, or in the locations and utility connections of the Home will be permitted except with the written consent of the Developer.

2.6 When a building or other structure has been erected or its construction substantially advanced and the building is located on any Homesite or building plot in a manner that constitutes a violation of these covenants and restrictions, the Developer may release the Homesite or building plot, or parts of it, from any part of the covenants and restrictions that are violated.

2.7 A special setback which is seven and one-half (7.5) feet in width inside of which no construction may be undertaken by Owner shall lie along the Southeast side lot line of Homesite 6, both side lot lines of Homesite 5, the Southwest lot line of Homesite 4, the Northeast lot line of Homesite 57, both side lot lines of Homesites 58 through 67 and the Northwest side lot line of Homesite 68.

2.8 Each Home and Homesite must contain a concrete driveway, the lawn must be sodded, and a lamppost erected in the front yard of each Homesite. To qualify as sodded, at least 51% of the yard area visible from all adjacent roadways and golf courses must be sodded.

2.9 All outside structures for storage or utility purposes must be permanently constructed additions in accordance with Section 2.5 and of like construction and permanently attached to the Home. No trucks over 3/4 ton size, boats, or recreational vehicles shall be parked, stored or otherwise remain on any Homesite or street, except for service vehicles located thereon on a temporary basis while performing a service for a resident. No vehicles incapable of operation shall be stored on any Homesite nor shall any junk vehicles or equipment be kept on any Homesite.

2.10 Properties within the Subdivision are intended for residential use and no commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite.

2.11 Owner recognizes that lakes, ponds, retention and detention areas, marsh areas or other water related areas (hereafter, "Water Features") within or outside of the Subdivision are designed to detain, or retain stormwater runoff and are not necessarily recharged by springs, creeks, rivers or other bodies of water. In many instances, the Water Features are designed to retain more water than may exist from ordinary rainstorms in order to accommodate major flood events. The level of water contained within such Water Features at any given time is also subject to naturally occurring events such as drought, floods, or excessive rain. Owner acknowledges that from time to time there may be no water in a Water Feature and that no representation has been made that the water depth or height will be at any particular level. It shall be the responsibility of the Owners to keep their Homesites neat and clean and the grass cut, irrigated and edged at all times. The Homesite Owner shall have the obligation to mow and maintain all areas up to the street pavement. Persons owning Homesites adjacent to a Water Feature, or adjacent to a wildlife preserve, shall have the obligation to mow and maintain all areas between their Homesite lot line and the actual water line, and between their Homesite lot line and the board fence on the adjoining wildlife preserve, even though they may not own that portion of the land. The Owners of Homesites 57 through 68 shall maintain the landscaping upon their Homesites and the adjacent tract up to the wall and/or board fence 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 Developer and the cost shall be charged to the Owner. The Owners of Homesites subject to a Water Feature Landscaping Easement and Owners of Homesites subject to a Special Easement for Landscaping shall perpetually maintain the easement area and will not remove or destroy any landscape or fencing thereon originally installed by the Developer without the Developer's advance written approval, and will promptly replace all dead foliage located therein. 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.

2.12 Except as originally constructed by the Developer, no driveways, walkways, or access shall be located on or permitted on Buena Vista Boulevard, Calumet Avenue and Highway 42.

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

2.14 Except as permitted in the Development Orders entered in connection with the Villages of Marion, a Florida Quality Development no person may enter into any wildlife preserve set forth within the areas designated as such in those Development Orders.

2.15 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. Lawn ornaments are prohibited, except for seasons displays not exceeding a thirty (30) day duration.

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

2.17 No arbor, trellis, gazebo, pergola (or similar item), awning, fence, barrier, wall or structure of any kind or nature shall be placed on the property without prior written approval of the Developer, 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.

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

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

2.20 All Owners shall notify the Developer when leaving their property for more than a 7-day period and shall simultaneously advise the Developer as to their tentative return date.

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

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

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

2.24 Birds, fish, dogs and cats shall be permitted, with a maximum of two (2) pets per Homesite. Each Owner shall be personally responsible for any damage caused 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 Homesite or on the common area.

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

2.26 The Subdivision is an adult community designed to provide housing for persons 55 years or age or older. All homes that are occupied must be occupied by at least one person who is at least fifty-five (55) years of age. No person under nineteen (19) years of age may be a permanent resident of a home, except that persons below the age of nineteen (19) years may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days in total in any calendar year period. The Developer or its designee in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of nineteen (19) and fifty-five (55) to permanently reside in a home even though there is not a permanent resident in the home who is fifty-five (55) years of age or over, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the Homesites in the Subdivision having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Developer shall establish rules, regulations policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Developer or its designee shall have the sole and absolute authority to deny occupancy of a home by any person(s) who would thereby create a violation of the aforesaid percentages of adult occupancy. Permanent occupancy or residency may be further defined in the Rules and Regulations of the Subdivision as may be promulgated by the Developer or its designee from time to time. All residents shall certify from time to time as requested by the Developer, the names and dates of birth of all occupants of a home.

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

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

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. 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 as to Homesites 37 and 38 which shall be fifteen (15) feet and except as to the rear of Homesites 24 through 56, the westerly rear of Homesite 57, and the rear of Homesites 127 through 133 which shall be ten (10) feet), a five (5) foot width along both sides of the dividing lines of every

building Homesite for a total of ten (10) feet. Developer contemplates putting H.V.A.C. and similar equipment within the easement area. Utility providers utilizing such easement area covenant, as a condition of the right to use such easement, not to interfere or disturb such equipment installed within the easement area. All utility providers are responsible for repairing the grading and landscape being disturbed pursuant to any utilization of such easements.

3.2 Developer reserves the right to extend any streets or roads in said Subdivision or to cut new streets or roads, but no other person shall extend any street or cut any new street over any Homesite.

3.3 No Homesite may be used as ingress and egress to any other property or turned into a road by anyone other than the Developer.

3.4 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 or recorded plat of the Subdivision, unless prior approval is received by the appropriate governmental agency, or pursuant to Chapter 40C-4, F.A.C. Owners of Homesites subject to a Special Easement for Landscaping, as shown on the Plat or described in Section 3.1 above, shall perpetually maintain the vegetation located thereon, consistent with good horticultural practice. No owner of a Homesite which is subject to a Special Easement for Landscaping shall take any action to prevent the Landscaped Buffer from complying with the provisions of the Development Order and those provision of the Marion County Subdivision regulations requiring Landscaped Buffer areas.

4. SERVICES TO BE PERFORMED BY DEVELOPER OR VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, OR DEVELOPER'S DESIGNEE.

4.1 (a) The Developer or its designee shall perpetually provide the recreational facilities.

(b) Upon acquiring any interest as an Owner of a Homesite in the Subdivision, each Owner hereby agrees to pay for water and sewer services to be provided by the Little Sumter Utility Company, 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 a carrier designated by the Developer, and the charges therefor shall be paid separately by each Owner. Owner agrees that garbage and trash service shall commence on the closing date the Owner purchases Owner's Homesite and home. Owner acknowledges that garbage and trash services is provided, and the fee for such service is payable, on a year-round basis regardless of use or occupancy. Declarant reserves the right to require all Owner's to participate in a curbside recycling program if and when one is instituted.

4.2 Each Owner hereby agrees to pay to the Developer, or its designee, a monthly fee or charge ("Amenities Fee") against each Homesite for these services described in Paragraph 4.1(a) above, in the amount per month set forth in the Owner's deed. The Amenities Fee set forth is limited to the Owner named therein. In the event the Owner(s) transfer, assign or in any manner convey their interest in and to the Homesite and/or Home, the New Owner(s) shall be obligated to pay the prevalent Amenities Fee that is then in force and effect for new Owners of Homesites in the most recent addition or unit of the VILLAGES OF MARION.

4.3 The monthly Amenities Fee set forth in Paragraph 4.2 above 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 Homesite. There shall be an adjustment in the monthly Amenities Fee in three years and every year 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 one year period thereafter. Each adjustment shall be in effect for the intervening one year period. Adjustments not used on any adjustment date may be made any time thereafter.

4.4 Each Owner agrees that as additional facilities are requested by the Owner, and the erection of such additional facilities is agreed to by the Developer, that upon a vote of $\frac{1}{4}$ of the Owners approving such additional facilities and commensurate charges therefor, the monthly Amenities Fee provided for the Owner by Paragraph 4.2 shall be increased accordingly without limitations set forth in Paragraph 4.3. For the purpose of all votes, the Developer shall be entitled to one (1) vote for each Homesite owned by the Developer.

4.5 The Amenities Fee for services described above, shall be paid to the Developer, or its designee each month.

4.6 The monthly Amenities Fee described above, shall be due and payable monthly and said charges once in effect will continue from month to month whether the Owner's Homesite is vacant or occupied.

4.7 Individual mailboxes may not be located upon a Homesite. Mailboxes are provided by the U.S. Postal Service at no cost to Owner, however, those boxes shall be housed by Developer at a one time lifetime charge to Owner of \$100.00 per box. If title to a Homesite is transferred, a new charge shall be made to the new Owner. Payment of this fee shall be a condition of the use of the housing provided by Developer. This mailbox fee shall be collectible in the same manner as the Amenities Fee and shall constitute a lien against the Homesite until paid. The mailbox fee may be increased in the same percentages and manner as increases for Amenities Fee as set forth in Paragraph 4.3 above.

4.8 Owner does hereby give and grant unto the Developer a continuing lien in the nature of a mortgage upon the Homesite of the Owner, which lien shall have priority as of the recording of this Declaration, and is superior to all other liens and encumbrances, except any institutional first mortgage. This lien shall secure the payment

of all monies due the Developer hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosures of mortgages. In any such action or other action to enforce the provisions of this lien, including appeals, the Developer shall be entitled to recover reasonable attorney's fees incurred by it, abstract bills and court costs. An institutional first mortgage referred to herein shall be a mortgage upon a Homesite and the improvements thereon, granted by an Owner to a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company.

4.9 Purchasers of Homesites, by the acceptance of their deed, together with their heirs, successors and assigns, agree to take title subject to and be bound by, and pay the charges set forth in this Paragraph 4; and acceptance of deed shall further indicate approval of the charge as being reasonable and fair, taking into consideration the nature of Developer's project, Developer's investment in the recreational, common and security areas and facilities, and in view of all the other benefits to be derived by the Owners as provided for herein.

4.10 Purchasers of Homesites further agree, by the acceptance of their deeds and the payment of the purchase price therefor, acknowledge that the purchase price was solely for the purchase of their Homesite or Homesites, and that the owners, their heirs, successors and assigns, do not have any right, title or claim or interest in and to the recreational, common or security areas or facilities contained therein or appurtenant thereto, by reason of the purchase of their respective Homesites, it being specifically agreed that, (1) the Developer, its successors and assigns, is the sole and exclusive owner of the areas and facilities, and (2) the Amenities Fee is a fee for services and is in no way adjusted according to the cost of providing those services.

4.11 Developer reserves the right to enter into a Management Agreement with any person, entity, firm or corporation to maintain and operate the portions of the Subdivision in which the Developer has undertaken an obligation to maintain, and for the operation and maintenance of the recreational, common and security areas and 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 Declaration. Upon the execution of any Management Agreement, Developer shall be relieved of all further liability hereunder.

5. ENFORCEMENT:

If any Homesite Owner or persons in possession of a Homesite violates, or attempts 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. Notwithstanding the above, Owner and Developer agree that any and all claims, disputes and controversies by or between the Owner and the Developer arising from or related to the covenants, conditions and restrictions contained herein or to any defect in or to the Homesite or any buildings or structures constructed on the Homesite by Developer shall be submitted to binding arbitration by and pursuant to the rules of Construction Arbitration Services, Inc., in effect at the time of the request for arbitration or by such other arbitration service as the Developer shall in its sole discretion select and pursuant to the rules of that arbitration service in effect at the time of the request for arbitration.

6. INVALIDITY:

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

7. DURATION:

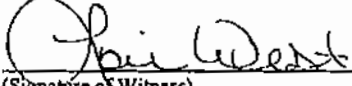
The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or any Owner until the first day of January 2032 (except as elsewhere herein expressly provided otherwise). After the first day of January 2032, said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Developer or his assignee shall be recorded, which instrument shall alter, amend, enlarge, extend or repeal, in whole or in part, said covenants, restrictions, reservations and servitude.

8. AMENDMENTS:

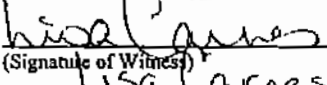
The Developer shall have the right to amend the Covenants and Restrictions of this declaration from time to time by duly recording an instrument executed and acknowledged by the Developer in the public records of the county where the Subdivision is located.

DATED this 16 day of MAY, 2003.

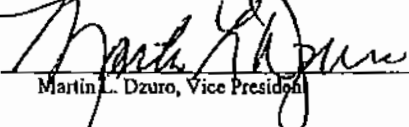
WITNESSES:


(Signature of Witness)

Print/Type Name Lori West


(Signature of Witness)
Lisa Carnes

(THE VILLAGES OF LAKE SUMTER, INC.)

By: 
Martin L. Dzuro, Vice President

Print/Type Name: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 16th day of May, 2003, by Martin L. Dzuro, who is personally known to me and who did not take an oath, the Vice President of THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, on behalf of the corporation.

Lisa Carnes
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Print Name of Notary Public: Lisa Carnes
My Commission Expires: 9-16-05
Serial/Commission Number: DD057192

[NOTARY SEAL]



Lisa Carnes
My Commission DD057192
Expires September 16, 2005

THIS INSTRUMENT PREPARED BY:

Craig W. Little/ml
McLin & Burns P.A.
PO Box 1299
The Villages, Florida 32158-1299

RETURN TO:

Martin L. Dzuro, PSM
Grant & Dzuro
1100 Main St.
The Villages, Florida 32159

CERTIFIED A TRUE COPY
DAVID R. ELLSPERMANN

BY: D. Collins D.C