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Unit 207

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

TO THE PUBLIC

DECLARATION OF RESTRICTIONS RELATING TO:

VILLAGES OF SUMTER UNIT NO. 207, a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book 12, Pages 27-27A-C, of the Public Records of Sumter County, Florida (the "Plat").

THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter referred to as "Developer"), the owner of all the foregoing described lands, does hereby impress on each Homesite in the Subdivision (and not upon any tracts within the Subdivision), the covenants, restrictions, reservations, easements and servitudes as hereinafter set forth:

1. DEFINITIONS:

As used herein, the following definitions shall apply:

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

1.2 **DISTRICT** shall mean the Village Community Development District No. 9, a community development district created pursuant to Chapter 190, Florida Statutes.

1.3 **HOME** shall mean a detached single family dwelling.

1.4 **HOMESITE** shall mean any plot of land shown upon the Plat of the Subdivision which bears a numerical designation, but shall not include tracts or other areas not intended for a residence.

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

1.6 **SUBDIVISION** shall mean the land described on the Plat of the **VILLAGES OF SUMTER UNIT NO. 207**, recorded in Plat Book 12, Pages 27-27A-C of the Public Records of Sumter County, Florida.

2. COVENANTS, CONDITIONS AND RESTRICTIONS:

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

2.2 No building or structure shall be constructed, erected, placed or altered on any Homesite until the construction plans and specifications and a plan showing the location of the building or structure have been approved by the Developer. Each property owner within the Subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District.

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

2.4 There shall be only one Home on each Homesite. All Homes must have garages and be of at least 2300 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air-conditioned space. All Homes must be constructed with at least a 6" in 12" rise and run roof pitch. Homes constructed by Developer may deviate from the minimum square footage and roof pitch requirements detailed herein. The Home shall be a conventionally built Home and which must be placed on the Homesite and constructed by the Developer, or its designee, of a design approved by the Developer as being harmonious with the development as to color, construction materials, design, size and other qualities. Each Home must have eave overhangs and gable overhangs, and all roofing materials shall be approved by the Developer, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings. Screen cages over patios and pools are allowed. The Home shall be placed on a Homesite in conformance with the overall plan of the Developer. The Developer shall

have the sole right to build the Home on the Homesite and designate the placement of the access to the Homesite, at the sole cost and expense of the Owner.

2.5 After the Home has been constructed, no reconstruction, additions, alterations, or modifications to the Home, or in the locations and utility connections of the Home will be permitted except with the written consent of the Developer, or an architectural review committee appointed by the Developer. No Owner, other than Developer shall undertake any such work without the prior written approval of the plans and specifications thereof by the Developer or architectural review committee appointed by the Developer. The Developer or an architectural review committee designated by the Developer shall grant its approval only in the event the proposed work (a) will benefit and enhance the entire Subdivision in a manner generally consistent with the plan of development thereof and (b) complies with the construction plans for the surface water management system pursuant to Chapter 40 D-4, F.A.C., approved and on file with the Southwest Florida Water Management District.

2.6 When a building or other structure has been erected or its construction substantially advanced and the building is located on any Homesite or building plot in a manner that constitutes a violation of these covenants and restrictions, the Developer or an architectural review committee appointed by Developer may release the Homesite or building plot, or parts of it, from any part of the covenants and restrictions that are violated. The Developer or the architectural review committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole judgment.

2.7 In an effort to protect limited natural resources, all Homesites shall remain finished with the same quantity and style of water-conservative, drought-tolerant sod and landscape as originally provided by the Developer. Notwithstanding, Owners are encouraged to and may add landscape that is more water-conservative and drought-tolerant than originally provided, however, any such alterations to areas visible from roadways or golf courses must receive prior written approval from Developer.

2.8 Each Home and Homesite must contain a concrete driveway, and a lamppost must be erected in the front yard of each Homesite.

2.9 All outside structures for storage or utility purposes must be permanently constructed additions in accordance with Section 2.4 and of like construction and permanently attached to the Home. No trucks in excess of 3/4 ton size, boats, or recreational vehicles shall be parked, stored or otherwise remain on any Homesite or street, except for (a) service vehicles located thereon on a temporary basis while performing a service for a resident or (b) vehicles fully enclosed in garages located on the Homesite. No vehicles incapable of operation shall be stored on any Homesite nor shall any junk vehicles or equipment be kept on any Homesite.

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

2.11 Owner recognizes that lakes, ponds, basins, retention and detention areas, marsh areas or other water related areas (hereafter, "Water Features") within or outside of the Subdivision are designed to detain, or retain stormwater runoff and are not necessarily recharged by springs, creeks, rivers or other bodies of water. In many instances, the Water Features are designed to retain more water than may exist from ordinary rainstorms in order to accommodate major flood events. The level of water contained within such Water Features at any given time is also subject to naturally occurring events such as drought, floods, or excessive rain. Owner acknowledges that from time to time there may be no water in a Water Feature and that no representation has been made that the water depth or height will be at any particular level.

2.12 Owners shall keep their Homesites neat and clean and the grass cut, irrigated and edged at all times. The Homesite Owner shall have the obligation to mow and maintain the unpaved area between an adjacent roadway or walkway located in the road right of way and the Owner's Homesite. Persons owning Homesites adjacent to a land use or landscape buffer, or a wildlife preserve, shall have the obligation to mow and maintain all areas between their Homesite lot line and the land use or landscape buffer, and between their Homesite lot line and the board fence on the adjoining wildlife preserve, even though they may not own that portion of the land. The Owners of Homesites subject to a Water Feature Landscaping Easement and Owners of Homesites subject to a Special Easement for Landscaping shall perpetually maintain the easement area and will not remove or destroy any landscape or fencing thereon originally installed by the Developer without the Developer's advance written approval, and will promptly replace all dead foliage located therein. Additionally, for those Owners of Homesites adjoining perimeter security walls, gates, or fences originally constructed by the Developer, Owners shall be responsible for maintenance and repairs of the surface and structural integrity of the walls, gates, and fences adjoining the Owners Homesite whether on the Owners Homesite or on an adjacent Homesite, reserved area or dedicated area. Where a wall, gate, or fence adjoins more than one Homesite, the cost of maintaining and repairing the surface and the structural integrity of the wall, gate, or fence shall be shared among the respective Owners served

by such wall, gate or fence. Such Owners are encouraged to maintain the perimeter security walls, gates, and fences in a cooperative and uniform manner with the adjacent Homesite Owners so as to present to the public a uniform and well-maintained appearance of the Subdivision as a whole. The Homesite Owner must contact the Developer or the architectural review committee for paint specifications. Owners of Homesites adjoining stack block walls, perimeter security walls, landscaped buffers or fences shall maintain up to such wall, buffer or fence whether or not such area is within or outside of the Homesite. If an Owner does not adhere to this regulation, then the work may be performed on behalf of the Owner by the Developer, but the Developer shall not be obligated to perform such work, and the cost shall be charged to the Owner.

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

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

2.15 Except as permitted in the Development Orders entered into in connection with the Villages of Sumter, a Development of Regional Impact, no person may enter into any wildlife preserve set forth within the areas designated as such in those Development Orders.

2.16 No sign of any kind shall be displayed to public view on a Homesite or any dedicated or reserved area without the prior written consent of the Developer, except customary name and address signs and one sign advertising a property for sale or rent which shall be no larger than twelve (12) inches wide and twelve (12) inches high and which shall be located wholly within the Home and only visible through a window of the Home. Lawn ornaments are prohibited, except for seasons displays not exceeding a thirty (30) day duration.

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

2.18 No arbor, trellis, gazebo, pergola (or similar item), awning, fence, barrier, wall or structure of any kind or nature shall be placed on the property without prior written approval of the Developer. Permission must be secured from the Developer prior to the planting or removal of any trees or other shrubs which may affect the rights of adjacent property owners. No tree with a trunk four (4) inches or more in diameter shall be removed or effectively removed through excessive injury without first obtaining permission from the Developer.

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

2.20 Developer reserves the right to enter upon Homesites at all reasonable times for the purposes of inspecting the use of the Homesite and for the purpose of maintaining utilities located thereon.

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

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

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

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

2.25 The Subdivision is an adult community designed to provide housing for persons 55 years of age or older. All Homes that are occupied must be occupied by at least one person who is at least fifty-five (55) years of age. No person under nineteen (19) years of age may be a permanent resident of a Home, except that persons below the age of nineteen (19) years may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days in total in any calendar year period. The Developer or its designee in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of nineteen (19) and fifty-five (55) to permanently reside in a Home even though there is not a permanent resident in the Home who is fifty-five (55) years of age or over, providing that said exceptions shall not be permitted in situations where the granting

of a hardship exception would result in less than 80% of the Homesites in the Subdivision having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Developer shall establish rules, regulations policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Developer or its designee shall have the sole and absolute authority to deny occupancy of a Home by any person(s) who would thereby create a violation of the aforesaid percentages of adult occupancy. Permanent occupancy or residency may be further defined in the Rules and Regulations of the Subdivision as may be promulgated by the Developer or its designee from time to time. All residents shall certify from time to time as requested by the Developer, the names and dates of birth of all occupants of a Home.

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

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

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

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

3. EASEMENTS AND RIGHTS-OF-WAY:

3.1 Easements and rights-of-way in favor of the Developer are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sanitary, sewer, storm drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) footwidth along the rear lines, a ten (10) foot width along the front line, and a five (5) foot width along the side lot lines of every Homesite. Such easements along the rear Homesite lines shall also permit a community development district to enter upon such easement area to maintain the security wall on the Homesite or the adjoining property. Developer reserves the right to remove, relocate, or reduce such easements by recording in the Public Records of Sumter County, Florida an amendment to this Declaration which is duly executed by Developer. Developer contemplates putting H.V.A.C. and similar equipment within the easement area. Utility providers utilizing such easement area covenant, as a condition of the right to use such easement, not to interfere or disturb such equipment installed within the easement area. All utility providers are responsible for repairing the grading and landscape being disturbed pursuant to any utilization of such easements.

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

3.3 No owner of property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland migration areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and recorded plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District Brooksville Regulation Department, and if applicable, any other appropriate governmental agency having jurisdiction. Owner shall be responsible for maintaining designated flow paths for side and rear Homesite drainage as shown on the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District and if such maintenance of designated flow paths is not properly undertaken by Owner, then the District may enter onto the Homesite and reconstruct the intended flow pattern and assess the Owner for such expense. Owners of Homesites subject to a Special Easement for Landscaping, as shown on the Plat or described in Section 3.1 above, shall perpetually maintain the vegetation located thereon, consistent with good horticultural practice. No owner of a Homesite which is subject to a Special Easement for Landscaping shall take any action to prevent the Landscaped Buffer from complying with the provisions of the Development Order and those provisions of the Sumter County Subdivision regulations requiring Landscaped Buffer areas.

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

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

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

(b) The monthly Contractual Amenities Fee set forth herein is based on the cost of living for the month of sale as reflected in the Consumer Price Index, U.S. Average of Items and Food, published by the Bureau of Labor Statistics of the U.S. Department of Labor ("Index"). The month of sale shall be the date of the Contract for Purchase of the Homesite. There shall be an annual adjustment in the monthly Contractual Amenities Fee. The adjustment shall be proportional to the percentage increase or decrease in the Index. Each adjustment shall be in effect for the intervening one year period. Adjustments not used on any adjustment date may be made any time thereafter.

(c) Each Owner agrees that as additional facilities are requested by the Owner, and the erection of such additional facilities is agreed to by the Developer, that upon a vote of 1/2 of the Owners approving such additional facilities and commensurate charges therefore, the monthly Contractual Amenities Fee provided for herein shall be increased accordingly. For the purpose of all votes, the Developer shall be entitled to one (1) vote for each Homesite owned by the Developer.

(d) The Contractual Amenities Fee for services described above, shall be paid to the Developer, or its designee each month and said charges once in effect will continue from month to month whether the Owner's Homesite is vacant or occupied.

(e) Owner does hereby give and grant unto the Developer a continuing lien in the nature of a mortgage upon the Homesite of the Owner, which lien shall have priority as of the recording of this Declaration, and is superior to all other liens and encumbrances, except any institutional first mortgage. This lien shall be perfected by recording in the Public Records a Notice of Lien or similarly titled instrument and shall secure the payment of all monies due the Developer hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosures of mortgages. In any such action or other action to enforce the provisions of this lien, including appeals, the Developer shall be entitled to recover reasonable attorney's fees incurred by it, abstract bills and court costs. An institutional first mortgage referred to herein shall be a mortgage upon a Homesite and the improvements thereon, granted by an Owner to a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company.

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

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

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

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

(a) **Potable water and wastewater utility systems.** All Homes will contain modern plumbing facilities connected to the wastewater and potable water systems provided by Central Sumter Utility Company, LLC, a Florida limited liability company, its successors and assigns ("CSU"). Upon acquiring any interest as an Owner of a Homesite in the Subdivision, each Owner hereby agrees to pay for water and sewer services provided by CSU. The charges for such services shall be billed and paid on a monthly basis. Private wells are prohibited.

(b) **Irrigation Water Utility Systems.** Sumter Water Conservation Authority, LLC, a Florida limited liability company, its successors and assigns ("SWCA"), is the provider of all irrigation water within the Subdivision. Upon acquiring any interest as an Owner of a Homesite in the Subdivision, each Owner hereby agrees to pay for irrigation water services provided by SWCA. The charges for such services shall be billed and paid on a monthly basis. Owners are prohibited from utilizing or constructing private wells or other sources of irrigation water within the Subdivision. Potable water may not be used for irrigation, except that supplemental irrigation with potable water is limited to annuals and the isolated treatment of heat stressed areas. All supplemental irrigation utilizing potable water must be done with a hose with an automatic shutoff nozzle. Use of sprinklers on a hose connection is not permitted.

(i) **Irrigation Use Only.** The irrigation water provided by SWCA is suitable for irrigation purposes only. The irrigation water can not be used for human or pet consumption, bathing, washing, car washing or any other use except for irrigation. Owners covenant to ensure that no one on the Homesite uses irrigation water for any non-irrigation purpose. The Owner agrees to indemnify and hold the Developer, SWCA, and their officers, directors, and related entities harmless from any injury or damage resulting in whole or in part from the use of irrigation water or the irrigation system in a manner prohibited by Section 4.2(b).

(ii) **Operation of the Irrigation System.** The irrigation water distribution system is not a water on demand system. Upon purchasing a Home from Developer, Owner will receive a schedule of dates and times during which irrigation water service will be available for the Homesite ("Irrigation Water Service Schedule"). The Irrigation Water Service Schedule shall continue unaltered until such time as Owner is notified of changes to the Irrigation Water Service Schedule with Owner's monthly bill for irrigation water service or otherwise. The Irrigation Water Service Schedule shall be determined solely by SWCA, based upon many factors including environmental concerns and conditions, recent precipitation, and any water restrictions that may be instituted.

The Owner of the Homesite shall regulate the irrigation water service to the Homesite and will be responsible for complying with the Irrigation Water Service Schedule. If Owner repeatedly fails to comply with the Irrigation Water Service Schedule, SWCA may enter onto the Homesite, over and upon easements hereby reserved in favor of SWCA, and install a control valve to compel Owner's compliance with the Irrigation Water Service Schedule, with all costs related thereto being charged to Owner.

If new landscaping is installed on a Homesite, the Owner may allow additional irrigation water service at the Homesite to supplement the Irrigation Water Service Schedule ("Supplemental Irrigation Water Service"), during the grow-in period, which is typically thirty (30) days. Supplemental Irrigation Water Service at a Homesite may not exceed thirty (30) minutes of irrigation water service per day, during the grow-in period, in addition to the Irrigation Water Service Schedule. SWCA reserves the right to suspend Supplemental Irrigation Water Service at Homesites. Unless the Owner is notified of suspension or termination of the Supplemental Irrigation Water Service, Owner need not notify SWCA of their intention to utilize Supplemental Irrigation Water Service.

(iii) **Ownership and Maintenance.** The Owner of a Homesite shall own and maintain the irrigation water distribution system downstream from the water meter measuring the amount of irrigation water supplied to the Homesite. SWCA shall own and maintain the irrigation water supply system upstream from, and including, the water meter measuring the amount of irrigation water supplied to the Homesite (the "SWCA Water Supply System"). Prior to commencing any underground activity which could damage the SWCA Water Supply System, the Owner shall contact SWCA to determine the location of the SWCA Water Supply System. Any damage to the SWCA Water Supply System shall be repaired by SWCA at the sole cost of the Owner.

(iv) **Identification of Irrigation System.** The irrigation water distribution pipes are color-coded for identification with Pantone Purple 522C, which is lavender in color, or a similar colorant. Owner hereby covenants and agrees not to paint any portion of the Owner's Irrigation System so as to obscure the color-coding.

4.3 Solid Waste Disposal

(a) To maintain the Subdivision in a clean and sanitary condition and to minimize heavy commercial traffic within the Subdivision, garbage and trash service shall be provided by a carrier designated by the Developer, and the charges therefore shall be paid separately by each Owner. Owner agrees that garbage and

trash service shall commence on the closing date the Owner purchases Owner's Homesite and Home. Owner acknowledges that garbage and trash services is provided, and the fee for such service is payable, on a year-round basis regardless of use or occupancy. Developer reserves the right to require all Owner's to participate in a curbside recycling program if and when one is instituted.

(b) Prior to being placed curbside for collection, no rubbish, trash, garbage, or other waste material shall be kept or permitted on any Homesite or on dedicated or reserved areas except in sanitary containers located in appropriate areas concealed from public view.

(c) Once placed curbside for collection, all garbage will be contained in plastic bags prescribed by the Developer and placed curbside no earlier than the day before scheduled pick-up.

4.4 **Mailboxes.** Individual mailboxes may not be located upon a Homesite. Mailboxes are provided by the U.S. Postal Service at no cost to Owner, however, those boxes shall be housed by Developer at a one time lifetime charge to Owner of \$190.00 per box. If title to a Homesite is transferred, a new charge shall be made to the new Owner at the then prevailing mailbox fee being charged to new Owners of Homesites in the most recent addition or unit of the VILLAGES OF SUMTER. Payment of this fee shall be a condition of the use of the housing provided by Developer. This mailbox fee shall be collectible in the same manner as the Contractual Amenities Fee and shall constitute a lien against the Homesite until paid. The mailbox fee may be increased in the same percentages and manner as increases for Contractual Amenities Fee as set forth in Paragraph 4.1 above.

4.5 **District.** The District will provide maintenance for Tracts conveyed to the District pursuant to the Plat of the Subdivision.

5. **ENFORCEMENT:**

All Owners shall have the right and duty to prosecute in proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, conditions or reservations, either to prevent him or them from so doing, or to recover damages or any property charges for such violation. The cost of such proceedings, including a reasonable attorney's fee, shall be paid by the party losing said suit. In addition, the Developer shall also have the right but not the duty to enforce any such covenants, conditions or reservations as though Developer were the Owner of the Homesite, including the right to recover reasonable attorney's fees and costs. Developer may assign its right to enforce these covenants, conditions or reservations and to recover reasonable attorney's fees and costs to a person, committee, or governmental entity.

6. **INVALIDITY:**

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

7. **DURATION:**

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, or any Owner until the first day of January 2040 (except as elsewhere herein expressly provided otherwise). After the first day of January 2040, said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Developer or his assignee shall be recorded, which instrument shall alter, amend, enlarge, extend or repeal, in whole or in part, said covenants, restrictions, reservations and servitude.

8. **AMENDMENTS:**

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

[SIGNATURE PAGE TO FOLLOW]

DATED this 10 day of June, 2011.

WITNESSES:

THE VILLAGES OF LAKE-SUMTER, INC.

Gayle L. Nolen
Print Name Gayle L. Nolen

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

Meg Mosher
Print Name MEG MOSHER

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing Declaration of Restrictions was acknowledged before me this day 10 of June, 2011, 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.

Gayle L. Nolen
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Print Name of Notary Public: Gayle L. Nolen
My Commission Expires: _____
Serial/Commission Number: _____

[NOTARY SEAL]



THIS INSTRUMENT PREPARED BY:

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

RETURN TO:

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

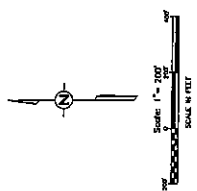
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Printed: June 9, 2011



STATE OF FLORIDA, COUNTY OF SUMTER
I HEREBY CERTIFY, that the above and foregoing is a true copy of the original
GLORIA R. HAYWARD, Clerk of Circuit Court
By: Gloria R. Hayward
Deputy Clerk
Dated: 6-17-2011

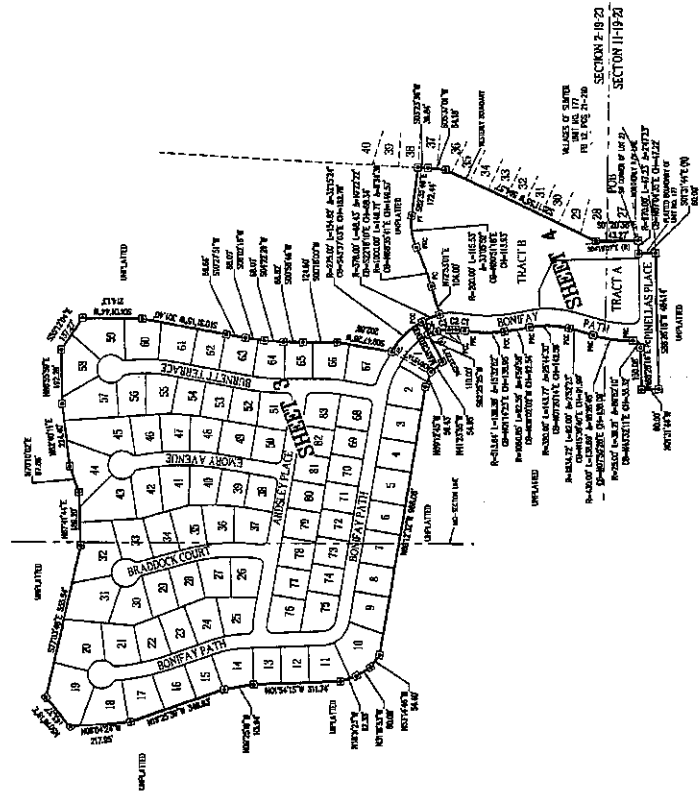
VILLAGES OF SUMTER UNIT NO. 207

BEING A PORTION OF SECTIONS 2 AND 11, TOWNSHIP 19 SOUTH,
 RANGE 23 EAST, SUMTER COUNTY, FLORIDA.



CLASS	SYMBOL	DESCRIPTION
1	(Symbol)	CONCRETE DRIVE
2	(Symbol)	ASPHALT DRIVE
3	(Symbol)	GRAVEL DRIVE
4	(Symbol)	UNPAVED DRIVE
5	(Symbol)	CONCRETE SIDEWALK
6	(Symbol)	ASPHALT SIDEWALK
7	(Symbol)	GRAVEL SIDEWALK
8	(Symbol)	UNPAVED SIDEWALK
9	(Symbol)	CONCRETE DRIVEWAY
10	(Symbol)	ASPHALT DRIVEWAY
11	(Symbol)	GRAVEL DRIVEWAY
12	(Symbol)	UNPAVED DRIVEWAY

CLASS	SYMBOL	DESCRIPTION
13	(Symbol)	CONCRETE DRIVEWAY
14	(Symbol)	ASPHALT DRIVEWAY
15	(Symbol)	GRAVEL DRIVEWAY
16	(Symbol)	UNPAVED DRIVEWAY



KEY MAP

LEGEND

- 1. UNPAVED DRIVEWAY
- 2. ASPHALT DRIVEWAY
- 3. GRAVEL DRIVEWAY
- 4. CONCRETE DRIVEWAY
- 5. UNPAVED SIDEWALK
- 6. ASPHALT SIDEWALK
- 7. GRAVEL SIDEWALK
- 8. CONCRETE SIDEWALK
- 9. UNPAVED DRIVEWAY
- 10. ASPHALT DRIVEWAY
- 11. GRAVEL DRIVEWAY
- 12. CONCRETE DRIVEWAY
- 13. UNPAVED DRIVEWAY
- 14. ASPHALT DRIVEWAY
- 15. GRAVEL DRIVEWAY
- 16. CONCRETE DRIVEWAY



SHEET SIZE: 24" x 36"

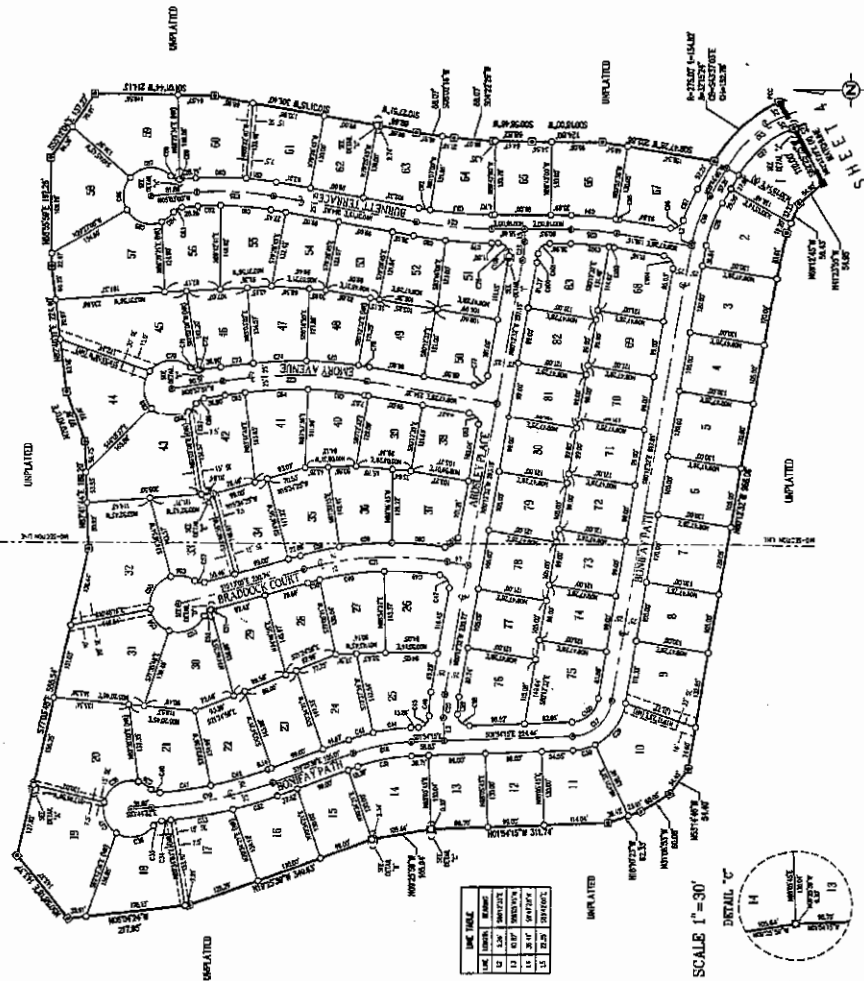
REGISTERED PROFESSIONAL SURVEYOR
 STATE OF FLORIDA
 NO. 12345
 1000 N. W. 10th Ave., Suite 100, Ft. Lauderdale, FL 33304

VILLAGES OF SUMTER UNIT NO. 207

BEING A PORTION OF SECTIONS 2 AND 11, TOWNSHIP 19 SOUTH,
RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

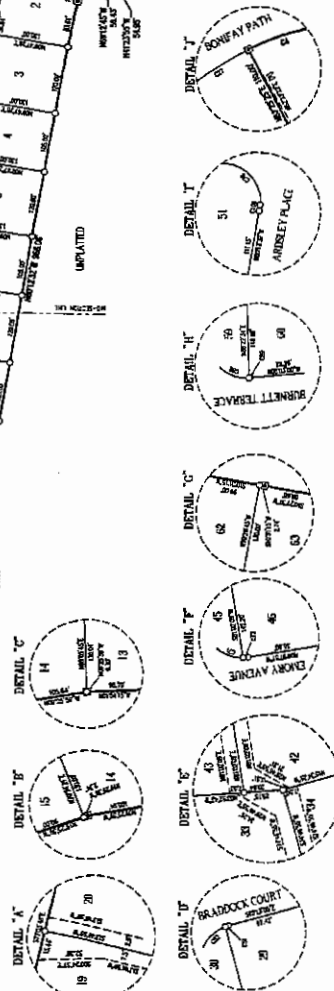
OWNER NAME	OWNER NAME	OWNER NAME	OWNER NAME	OWNER NAME	OWNER NAME	OWNER NAME	OWNER NAME	OWNER NAME	OWNER NAME
001	002	003	004	005	006	007	008	009	010
011	012	013	014	015	016	017	018	019	020
021	022	023	024	025	026	027	028	029	030
031	032	033	034	035	036	037	038	039	040
041	042	043	044	045	046	047	048	049	050
051	052	053	054	055	056	057	058	059	060
061	062	063	064	065	066	067	068	069	070
071	072	073	074	075	076	077	078	079	080
081	082	083	084	085	086	087	088	089	090
091	092	093	094	095	096	097	098	099	100
101	102	103	104	105	106	107	108	109	110
111	112	113	114	115	116	117	118	119	120
121	122	123	124	125	126	127	128	129	130
131	132	133	134	135	136	137	138	139	140
141	142	143	144	145	146	147	148	149	150
151	152	153	154	155	156	157	158	159	160
161	162	163	164	165	166	167	168	169	170
171	172	173	174	175	176	177	178	179	180
181	182	183	184	185	186	187	188	189	190
191	192	193	194	195	196	197	198	199	200

OWNER NAME	OWNER NAME	OWNER NAME	OWNER NAME	OWNER NAME	OWNER NAME	OWNER NAME	OWNER NAME	OWNER NAME	OWNER NAME
201	202	203	204	205	206	207	208	209	210
211	212	213	214	215	216	217	218	219	220
221	222	223	224	225	226	227	228	229	230
231	232	233	234	235	236	237	238	239	240
241	242	243	244	245	246	247	248	249	250
251	252	253	254	255	256	257	258	259	260
261	262	263	264	265	266	267	268	269	270
271	272	273	274	275	276	277	278	279	280
281	282	283	284	285	286	287	288	289	290
291	292	293	294	295	296	297	298	299	300
301	302	303	304	305	306	307	308	309	310
311	312	313	314	315	316	317	318	319	320
321	322	323	324	325	326	327	328	329	330
331	332	333	334	335	336	337	338	339	340
341	342	343	344	345	346	347	348	349	350
351	352	353	354	355	356	357	358	359	360
361	362	363	364	365	366	367	368	369	370
371	372	373	374	375	376	377	378	379	380
381	382	383	384	385	386	387	388	389	390
391	392	393	394	395	396	397	398	399	400
401	402	403	404	405	406	407	408	409	410
411	412	413	414	415	416	417	418	419	420
421	422	423	424	425	426	427	428	429	430
431	432	433	434	435	436	437	438	439	440
441	442	443	444	445	446	447	448	449	450
451	452	453	454	455	456	457	458	459	460
461	462	463	464	465	466	467	468	469	470
471	472	473	474	475	476	477	478	479	480
481	482	483	484	485	486	487	488	489	490
491	492	493	494	495	496	497	498	499	500



LOT NUMBER	OWNER NAME
1	...
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DETAILS SCALE 1"=30'



LEGEND

1. ALL LOTS ARE TO BE CONVEYED TO THE GRANTEE BY THE GRANTEE'S DEED.

2. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TAXES AND FEES.

3. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL UTILITY BILLS.

4. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL HOA FEES.

5. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL INSURANCE PREMIUMS.

6. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL MAINTENANCE FEES.

7. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL REPAIRS AND REPLACEMENTS.

8. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL DEMOLITION COSTS.

9. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL REMEDIATION COSTS.

10. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL LEGAL FEES AND COSTS.

11. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL RECORDING FEES.

12. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL NOTARIAL FEES.

13. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TITLE INSURANCE FEES.

14. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL SURVEYING FEES.

15. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL ENGINEERING FEES.

16. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL ARCHITECTURAL FEES.

17. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL INTERIOR DESIGN FEES.

18. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL LANDSCAPING FEES.

19. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL FURNITURE FEES.

20. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL APPLIANCE FEES.

21. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL ELECTRICAL FEES.

22. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL PLUMBING FEES.

23. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL HVAC FEES.

24. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL PAINTING FEES.

25. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL CARPETING FEES.

26. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TILING FEES.

27. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL STAINLESS STEEL FEES.

28. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL GRANITE FEES.

29. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL MARBLE FEES.

30. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL QUARTZ FEES.

31. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COUNTERTOPS FEES.

32. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL CABINETS FEES.

33. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL APPLIANCES FEES.

34. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL LIGHTING FEES.

35. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL DECOR FEES.

36. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL ART FEES.

37. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL MUSIC FEES.

38. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL BOOKS FEES.

39. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TOYS FEES.

40. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL GARDEN FEES.

41. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TREES FEES.

42. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL SHRUBS FEES.

43. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL FLOWERS FEES.

44. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL SEEDS FEES.

45. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL SOIL FEES.

46. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL FERTILIZER FEES.

47. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL PESTICIDES FEES.

48. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL WEEDS FEES.

49. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL MOWING FEES.

50. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TRIMMING FEES.

51. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL PRUNING FEES.

52. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL SHEDS FEES.

53. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL GARAGES FEES.

54. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL PATIOS FEES.

55. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL DECKS FEES.

56. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL PORCHES FEES.

57. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL STAIRS FEES.

58. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL RAMP FEES.

59. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL HANDICAP FEES.

60. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL ACCESS FEES.

61. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL PARKING FEES.

62. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL DRIVEWAYS FEES.

63. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL SIDEWALKS FEES.

64. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL CURBS FEES.

65. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL GUTTERS FEES.

66. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL DOWNSPUTS FEES.

67. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL ROOFS FEES.

68. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL SIDS FEES.

69. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL FOUNDATIONS FEES.

70. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL WALLS FEES.

71. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL FLOORS FEES.

72. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL CEILINGS FEES.

73. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL PARTITIONS FEES.

74. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL DOORS FEES.

75. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL WINDOWS FEES.

76. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL SCREENS FEES.

77. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL BLINDS FEES.

78. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL SHUTTERS FEES.

79. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL VALANCES FEES.

80. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL CURTAINS FEES.

81. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL RUGS FEES.

82. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL CARPETS FEES.

83. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL MATS FEES.

84. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TAPETS FEES.

85. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL WALLPAPER FEES.

86. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL PAINTS FEES.

87. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL STAINERS FEES.

88. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL SEALERS FEES.

89. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL FINISHES FEES.

90. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL INSTALLATIONS FEES.

91. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL REMOVALS FEES.

92. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL DEMOLITIONS FEES.

93. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL RECONSTRUCTIONS FEES.

94. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL RENOVATIONS FEES.

95. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL RESTORATIONS FEES.

96. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL REPAIRS FEES.

97. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL REPLACEMENTS FEES.

98. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL MAINTENANCE FEES.

99. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL INSURANCE FEES.

100. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL LEGAL FEES.



SCALE: 1"=30'

GRAPHIC SCALE



