Erin C Munz, Sumter County Clerk of Court
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO: VILLAGES OF SOUTHERN OAKS UNIT NO. 290

THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Developer"), is the owner in fee simple of certain real property located in The City of Wildwood, Sumter County, Florida, known by official plat designation as the VILLAGES OF SOUTHERN OAKS UNIT NO. 290 pursuant to a plat recorded in Official Plat Book 82 beginning at Page 30-30A of the Public Records of Sumter County, Florida (the "Plat").

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such Subdivision, Developer hereby declares that all of the Homesites (as hereinafter defined), and each part thereof, but not the tracts within the Subdivision, shall be held, sold, and conveyed 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.

SECTION 1. DEFINITIONS:

As used herein, the following definitions shall apply:

1.1 DEVELOPER shall mean THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company, its successors, designees and assigns.

1.2 DISTRICT shall mean Village Community Development District No. 15, a community development district created pursuant to Chapter 190, Florida Statutes, as amended.

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 SOUTHERN OAKS UNIT NO. 290**.

SECTION 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 this Declaration of Covenants, Conditions and 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 stormwater management system approved and on file with the Southwest Florida Water Management District ("SWFWMD").

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 1,240 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 5" in 12" rise and run roof pitch. Further, if a Home originally constructed by Developer contains a number of square feet or roof pitch greater than the foregoing minimum requirements, then in the case of rebuilding of the Home due to damage or destruction, or in any alteration of the Home, Owners shall ensure that the square footage and roof pitch of the Home, as rebuilt or altered, never falls below those specifications as originally constructed by Developer. Homes constructed by Developer may deviate from the minimum square footage and roof pitch requirements detailed herein. The Home 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 Homesite, or in the locations and utility connections of the Home will be permitted except with the written consent of the Developer or Developer's designee. 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 the Developer's designee. The Developer or Developer's designee 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) Owner has represented that the proposed work complies with the construction plans for the stormwater management system, approved and on file with SWFWMD. If the proposed work is subsequently determined to not be in compliance with the stormwater management system, Owner is liable and responsible for any resulting damages and for all costs and expenses necessary to bring the system back into compliance whether done by the Owner, Developer or the District and all shall be charged back to the Owner.

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 Developer's designee 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 Developer's designee 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: (a) the construction, installation, and maintenance of structures, additions, and other improvements to Owner's Homes and Homesites shall not be deemed a violation of the foregoing sentence if such improvements and activities are first approved by the Developer or Developer's designee in accordance with the other provisions set forth in this Declaration; and (b) Owners may add and replace landscape that is more water-conservative and drought-tolerant than originally provided, however, any such alterations must receive the prior written approval from the Developer or Developer's designee.

2.8 Each Home and Homesite must contain a concrete driveway. A lamppost may be installed in the front yard of each Homesite with the prior written consent of the Developer.

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, trailers, aircraft, recreational vehicles, or any vehicle other than a private non-commercial vehicle 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 or boats 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. No Owner of a Homesite shall repair or restore any motor vehicles, boats, trailers, aircraft, recreational vehicles or other vehicles on any portion of any Homesite, or on dedicated or reserved areas, except for emergency repairs, and then only to the extent necessary to enable movement to a proper repair facility.

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 storm water 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 fluctuation due to droughts, floods, excessive rain, and/or distribution due to irrigation activities. 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 walls, gates,

or fences originally constructed by the Developer, Owners shall be responsible for maintenance and repairs of the surface and structural integrity (except as may be set forth in Section 4.5 below) of the walls, gates, and fences adjoining the Owners Homesite whether on the Owners Homesite or on an adjacent Homesite, dedicated or reserved 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 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 Developer's designee. Owners of Homesites adjoining stack block walls, walls and/or fences, or landscaped buffers shall maintain up to such wall, buffer or fence whether or not such area is within or outside of the Homesite. If an Owner's Homesite has a wall and/or fence between the Homesite and an adjoining roadway, the Owner will maintain the interior, exterior and structural integrity of the wall and/or fence and the landscaping lying between the wall and/or fence and adjoining roadway unless the maintenance is performed by the District pursuant to Section 4.5.

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, or subsequently approved in writing by the Developer, no driveways, walkways, cart paths or access shall be located on or permitted to any road right of way, walkway or cart path.

2.14 No building or other improvements shall be made within the easements created in favor of the Developer without prior written approval of Developer.

2.15 Except only as permitted by applicable law, no person may enter any wildlife preserve.

2.16 No sign (whether commercial, political, personal, commercial, real estate "for sale", "for rent" or otherwise) shall be erected or maintained on any Homesite or Home within public view except as may be required by legal proceedings. These restrictions shall not apply to restrict the Developer from erecting such signs as the Developer deems in its sole discretion to be necessary to assist the Developer in selling any Homesite or Home.

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, nor shall any Owner paint or attach any object to any wall and/or fence without prior approval by Developer or Developer's designee. Permission must be secured from the Developer or Developer's designee prior to the planting of any trees or other shrubs.

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. Exterior strip lighting, liquid lights, and similar lighting sources are prohibited.

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

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

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

2.23 Domestic pets shall be permitted, provided they do not create a nuisance to others. 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. Notwithstanding the foregoing, no other animals, livestock, poultry, or swine of any kind shall be raised, bred, or kept on any Homesite or on dedicated or reserved areas.

2.24 The Subdivision is an adult community designed to provide housing for persons fifty-five (55) years of age or older. All Homes that are occupied must be occupied by at least one person who is at least fifty-five (55) years of age. No person under nineteen (19) years of age may be a permanent resident of a Home, except that persons below the age of nineteen (19) years may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days in total in any calendar year period. The Developer, or its designee, in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of nineteen (19) and fifty-five (55) to permanently reside in a Home even though there is not a permanent resident in the Home who is fifty-five (55) years of age or over, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the Homesites in the Subdivision having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the units shall at all times have at least one

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

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

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

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

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

2.29 There shall be no judicial partition of dedicated or reserved areas, nor shall Developer, 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 Homesite owned in co-tenancy.

2.30 Setbacks.

(a) Front Yard Garage Setbacks. Except for garages originally constructed by Developer, garages shall not be constructed, placed, or installed within the front yard garage setbacks described in the attached ***Exhibit "A"***.

(b) Front, Side, and Rear Yard Improvement Setbacks. Except for improvements originally constructed by Developer, the following shall not be constructed, placed, or installed within the front, side, and rear yard improvement setbacks described in the attached ***Exhibit "A"***: Homes, additions to Homes, garages, fences, walls, screen cages, arbors, trellises, gazebos, pools and spas (provided however, pool and spa pumps, filters, and associated equipment are not prohibited), patios, fireplaces and fire pits, outdoor living areas, and other similar improvements.

In the event of uncertainty as to whether any improvement is prohibited by this Section, the Developer's determination shall control. Further, Developer, in its sole and absolute discretion, shall have the right to make exception to any encroachments in any setbacks.

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

SECTION 3. EASEMENTS AND RIGHTS-OF-WAY:

3.1 Easements and rights-of-way in favor of the Developer are hereby created for the construction, installation and maintenance of utilities such as electric lines, sanitary sewer, storm water drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 ½) foot width along the rear lines, a ten (10) foot width along the front line, and a five (5) foot width along the side lot lines of every Homesite, and further, all such utilities and facilities located in the easement along the front Homesite line shall be flush with, or below grade. The foregoing restrictions shall not prohibit above grade utilities and facilities in those areas of the front yard easement that are also burdened by side yard easements reserved herein. Such easements along the rear Homesite lines shall also permit a community development district to enter upon such easement area to maintain the security wall and/or fence on the Homesite or the adjoining property. Developer is hereby given, and 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 is hereby given, and 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 SWFWMD, 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 stormwater management system approved and on file with SWFWMD 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 applicable law or regulations requiring Landscaped Buffer areas.

SECTION 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 assignee, a monthly fee or charge ("Contractual Amenities Fee") against each Homesite for the services described herein, in the amount per month set forth in the Owner's deed from the Developer. The Contractual Amenities Fee set forth is limited to the Owner named therein. In the event the Owner(s) transfers, assigns or in any manner conveys 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 Owner(s) of Homesites in the most recent addition or unit of Villages of Southern Oaks.

(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 between the Developer and the Owner. 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(s) of Homesites, and the erection of such additional facilities is agreed to by the Developer, that upon a vote of one-half (½) of the Owners approving such additional facilities and the commensurate charges therefor, 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, pension fund trust, real estate investment trust, insurance company, credit union, mortgage broker, seller, or any third party providing a conventional residential first mortgage.

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

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

(i) Notwithstanding anything contained herein, Developer shall not be liable to pay the Contractual Amenities Fees for any Homesites owned by Developer, unless such Homesites are actually and physically occupied and used by individuals for residential dwellings.

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 Gibson Place Utility Company, LLC, or its assigns. 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 Gibson Place Utility Company, LLC, or its assigns. Wells are prohibited.

(b) **Irrigation Water Utility Systems**. All Homes will be connected to the non-potable and irrigation water systems provided by Gibson Place Water Conservation Authority, LLC, or its assigns ("GPWCA"). 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 such entity. 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.

(1) **Irrigation Use Only.** The irrigation water provided pursuant to Section 4.2(b) above is suitable for irrigation purposes only. The irrigation water cannot 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 irrigation water supplier, 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) above.

(2) **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 GPWCA, 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, GPWCA may enter onto the Homesite, over and upon easements hereby created and reserved in favor of GPWCA, 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. GPWCA 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 GPWCA of their intention to utilize Supplemental Irrigation Water Service.

(3) **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. GPWCA 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 "GPWCA Water Supply System"). Prior to commencing any underground activity which could damage the GPWCA Water Supply System, the Owner shall contact GPWCA to determine the location of the GPWCA Water Supply System. Any damage to the GPWCA Water Supply System shall be repaired by GPWCA at the sole cost of the Owner.

(4) **Identification of Irrigation System.** The irrigation water distribution pipes are color-coded for identification. 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 City of Wildwood Franchised Hauler 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 service 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 Owners to participate in a curbside recycling program if and when one is instituted.

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

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

4.4 **Mailboxes.** Individual mailboxes may not be located upon a Homesite. Mailboxes are provided by the U.S. Postal Service at no cost to Owner, however, those boxes shall be housed by the Developer at a one-time charge of $190.00 per box, payable at the time of the initial sale of the Homesite from Developer to Owner.

4.5 **District.** The District shall have such authority and perform those services consistent with Chapter 190 of the Florida Statutes. Services shall include, but not be limited to the following:

(a) Maintenance and repair of areas owned by the District or dedicated to the use and enjoyment of the residents of the District, the Subdivision, or the public;

(b) Pay for the cost of water and sewer provided by Gibson Place Utility Company, LLC, or its assigns, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the District or dedicated to the use and enjoyment of the residents of the District, Subdivision, or the public;

(c) Maintenance and repair of the storm water runoff drainage system including drainage easements and drain pipes not maintained by Gibson Place Water Conservation Authority, LLC, or its assigns, or the City of Wildwood;

(d) Maintenance and repair of the landscaping and irrigation on islands and cul-de-sacs located within the roadways, if any; and

(e) Maintenance and repair to the top and exterior of the walls and/or fences located on or adjacent to Tract A of the Subdivision.

4.6 **Natural Gas Service.** To provide Owners with consistent natural gas service quality, operation, and maintenance, natural gas service shall only be provided by a City of Wildwood Franchised Gas servicer designated by Developer, and the charges therefor shall be paid separately by each Owner.

SECTION 5. ENFORCEMENT:

All Owners, except the Developer, 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.

SECTION 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.

SECTION 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, 2054 (except as elsewhere herein expressly provided otherwise). After the first day of January, 2054, 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 its assignee, shall be recorded, which instrument shall alter, amend, enlarge, extend or repeal, in whole or in part, said covenants, restrictions, reservations and servitude.

SECTION 8. AMENDMENTS:

The Developer shall have the right to amend these restrictions 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. No amendment or modification of these restrictions shall be effective or binding without the proper signature of Developer.

SECTION 9. DEVELOPMENT AGREEMENT:

Each Owner, by acceptance of a deed, hereby automatically agrees that its Home, Homesite, all improvements and activities thereon and use thereof shall be subject to that certain The Villages of Southern Oaks Area A Chapter 163 Development Agreement, recorded in the Public Records of Sumter County, Florida, in Official Records Book 4436, Page 1, Instrument No. 202360010756, as same may be amended from time to time ("Development Agreement"). Each Owner further acknowledges and agrees that Developer, and its affiliates and assigns reserve the right to unilaterally amend the Development Agreement, including, but not limited to, the right to add or incorporate additional lands and subdivisions to the property subject to the Development Agreement without the joinder of any Owner whatsoever and each Owner waives any objection to such amendment(s) of the Development Agreement.

EXECUTED this 3rd day of December, 2024.

DEVELOPER

THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

WITNESSES:

_____
Print Name: Zoey Devine
Address: 7580 Middleton Drive
Middleton, Florida 34762

_____
Print Name: Rosemary Karpovich
Address: 7580 Middleton Drive
Middleton, Florida 34762

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of physical presence this 3rd day of December, 2024, by Martin L. Dzuro, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, who is personally known to me.

_____
Notary Public – State of Florida
Print Name: Zoey Devine
Commission Number: _____
Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA

ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

Exhibit "A"

Unit 290 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
1	10'	10'	5'	7.5'
2	10'	10'	5'	7.5'
3	10'	10'	5'	7.5'
4	10'	10'	5'	7.5'
5	10'	10'	5'	7.5'
6	10'	10'	5'	7.5'
7	10'	10'	5'	7.5'
9	18'	10'	5'	7.5'
10	18'	10'	5'	7.5'
11	18'	10'	5'	7.5'
12	18'	10'	5'	7.5'
13	18'	10'	5'	7.5'
14	18'	10'	5'	7.5'
15	18'	10'	5'	7.5'
16	18'	10'	5'	7.5'
17	18'	10'	5'	7.5'
18	18'	10'	5'	7.5'
20	18'	10'	5'	7.5'
21	18'	10'	5'	7.5'
22	18'	10'	5'	7.5'
23	18'	10'	5'	7.5'
26	18'	10'	5'	7.5'
27	18'	10'	5'	7.5'
28	18'	10'	5'	7.5'
29	18'	10'	5'	7.5'
32	18'	10'	5'	7.5'
33	18'	10'	5'	7.5'

Erin C Munz, Sumter County Clerk of Court
Inst: 202560002262 Date: 01/15/2025 Time: 2:50PM
Page 10 of 10 B: 4784 P: 195 By: BO

Exhibit "A"

Unit 290 - Corner Home Sites					
Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
8	18'	10'	10'	5'	7.5'
19	18'	10'	10'	5'	7.5'
24	18'	10'	10'	5'	7.5'
25	18'	10'	10'	5'	7.5'
30	18'	10'	10'	5'	7.5'
31	18'	10'	10'	5'	7.5'
34	18'	10'	10'	5'	7.5'