86.50
10 00 Copies
96.50

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460021724 Date: 06/03/2024 Time: 11:09AM
Page 1 of 10 B: 4658 P: 776 By: BO

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS

RELATING TO:

VILLAGES OF SOUTHERN OAKS

UNIT NO. 148

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. 148 pursuant to a plat recorded in Official Plat Book 21 beginning at Page 31-31A 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.

ARTICLE I. DEFINITIONS

Section 1. "Developer" shall mean The Villages Development Company, LLC, a Florida limited liability company, its successors, designees and assigns.

Section 2. "District" shall mean the Village Community Development District No. 15, a community development district created pursuant to Chapter 190, Florida Statutes, as amended.

Section 3. "Home" shall mean a detached single family dwelling.

Section 4. "Homesite" shall mean any plot of land shown upon the Plat which bears numerical designation, but shall not include tracts or other areas not intended for a residence.

Section 5. "Maintenance" shall mean the exercise of reasonable care and repair to keep buildings, roads, landscaping, lighting, lawns, water and sewer distribution systems, storm water runoff collection systems, and other related improvements and fixtures in good repair and condition. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6. "Mortgage" shall mean a conventional mortgage.

Section 7. "Institutional First Mortgage" shall mean a first lien mortgage 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.

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

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

ARTICLE II. THE DISTRICT

Section 1. **Services Provided by the 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, including structural repair, to the walls and/or fences located on or adjacent to Tract E of the Subdivision.

Section 2. District Assessments. The District shall have the authority to impose assessments pursuant to the authority granted under Chapter 190 of the Florida Statutes.

ARTICLE III. THE VILLAGES CONTRACTUAL AMENITIES FEE

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 its 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. 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 (the "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. 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. 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. 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. Owner together with its 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. 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. 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.

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.

ARTICLE IV. PROPERTY RIGHTS

Section 1. Reciprocal Easements. There shall exist reciprocal appurtenant easements between adjacent Homesites and between Homesites and adjacent dedicated or reserved areas. Each Homesite may be both

benefitted and burdened by side yard easements, driveway easements, easements for ingress and egress, and easements for maintenance, as described below:

(a) **Side Yard Easements.**

(1) **Scope and Duration.** There shall exist for the benefit and use of the dominant tenement side yard easements over and upon the servient tenement. The easements shall be perpetual and the holder of the dominant tenement shall have exclusive use of that portion of the servient tenement burdened by the side yard easement, except that the servient tenement shall retain the following rights:

(i) The Owner of the servient tenement shall have the right at all reasonable times to enter upon the easement area, including the right to cross over the dominant tenement for such entry, in order to perform work related to the use and maintenance of the servient tenement. In exercising the right of entry upon the easement area as provided for above, the Owner of the servient tenement agrees to utilize reasonable care not to damage any landscaping or other items existing in the easement area; provided, however, the Owner of the servient tenement may trim any landscaping immediately adjacent to the servient tenement's driveway so the Owner of the servient tenement can open the doors of, and enter and exit automobiles parked within such driveway without material obstruction.

(ii) The servient tenement shall have the right of drainage over, across and upon the easement area for water draining from the roof of any dwelling or structure upon the servient tenement, the right to maintain eaves and appurtenances thereto and the portions of any dwelling structure upon the servient tenement as originally constructed or as constructed pursuant hereto.

(iii) The Owner of the dominant tenement shall not attach any object to a wall, fence or dwelling belonging to the servient tenement or disturb the grading of the easement area or otherwise act with respect to the easement area in any manner which would damage the servient tenement.

(2) **Description of the Side Yard Easement.** The dominant tenement shall be the property benefitted by the use of the side yard easement, and the servient tenement shall be the property burdened by the side yard easement. The side yard easement shall extend over that portion of the servient tenement bounded by the following: the side lot line in common with the dominant tenement; the front and rear lot lines; the exterior walls of the garage side of the servient tenement Home; and the frontward and rearward projections of the exterior walls of the garage side of the servient tenement Home. The dominant tenement shall be responsible for maintenance of the side yard easement.

(3) **Lots Affected by the Side Yard Easement.** The side yard easement shall benefit and burden the following Homesites:

(i) Homesites both burdened and benefitted by side yard easements shall be Homesites 3 through 11, 14 through 22, 26 through 28, 32 through 37, and 40.

(ii) Homesites burdened but not benefitted by side yard easements shall be Homesites 12, 13, 25, 31, and 41.

(iii) Homesites benefitted but not burdened by side yard easements shall be Homesites 2, 23, 29, 38, and 39.

(iv) Homesites that are neither burdened nor benefitted by side yard easements shall be Homesites 1, 24, 30, and 42 through 57.

Section 2. Owner's Easements of Enjoyment in Dedicated Areas. Every Owner of a Homesite shall have a right and easement of ingress and egress and enjoyment in and to the dedicated areas subject to limitations and conditions set forth in the conveyance, dedications, and restrictions found in the Plat of the Subdivision and applicable law.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent Homesites and between each Homesite and any portion or portions of reserved or dedicated areas adjacent thereto for any encroachment due to the non-willful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than one (1) foot as measured from any point on the common boundary between adjacent Homesites, and between each Homesite and any adjacent portion of the dedicated or reserved areas. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner. A certificate by Developer recorded in the Public Records to the effect that an encroachment is not willful, shall be conclusive proof thereof.

Section 4. Other Easements.

(a) Easements for installation and maintenance of underground utilities, cable television, and sanitary sewer and storm drainage facilities, are hereby reserved over reserved or dedicated areas, and over the rear 7½ feet, the front 7½ feet, and 5 feet along the side lot lines of each Homesite. Such easements over the rear of the Homesite 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 lying along the front, rear or side lot lines of the Homesite by recording in the Public Records of Sumter County, Florida, an amendment to this Declaration which is duly executed by the Developer. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Homesite and all improvements therein shall be continuously maintained by the Owner of such Homesite, except for improvements for maintenance of which a public authority or utility company is responsible. Developer contemplates constructing patios and similar improvements within such easements. 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. In order to minimize damage to the property subject to such easement, utility providers are encouraged to install utilities pursuant to a Joint Trench Agreement. All utility providers are responsible for repairing the grading and landscape being disturbed pursuant to any utilization of such easements.

(b) No dwelling unit or other structure of any kind including fencing shall be built, erected, or maintained on any such easement either created in this Declaration or as shown on the Plat, or by reservation or right of way, except that patios and walks may be constructed by the dominant tenement over the easements reserved over the strip of land running along the side Homesite lot line of each Homesite, and also except for the walls, fences and other improvements originally constructed by the Developer. Such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Developer, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 5. No Partition. 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.

ARTICLE V. USE RESTRICTIONS

The Subdivision shall be occupied and used only as follows:

Section 1. 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.

Section 2. 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.

Section 3. No noxious or offensive activity shall be conducted on or in any Homesite with the exception of the business of Developer and the transferees of Developer in developing all of the Homesites as provided herein.

Section 4. 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.

Section 5. Nothing shall be done or kept on a Homesite or on any dedicated or reserved area which would increase the rate of insurance relating thereto without the prior written consent of the Developer, and no Owner shall permit anything to be done or kept on his Homesite or any dedicated or reserved area which would result in the cancellation of insurance on any residence or on any part of the dedicated or reserved area, or which would be in violation of any law.

Section 6. 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.

Section 7. No fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any Homesite, except for any walls and fencing originally constructed by the Developer. In order to maintain a visible roadway, no bush, shrub, tree, or other similar plant may be placed within the road right of way without Developer's prior written consent. Concrete and driveway coatings are permitted providing that the design is harmonious with the Subdivision and that such coating is the same color as the Home. No ingress or egress to or from any Homesite is permitted except pursuant to such driveways and sidewalks as originally constructed by the Developer.

Section 8. No outbuilding, tent, shack, detached garage, trailer, shed, utility building or temporary building of any kind shall be erected, except temporarily only for construction purposes. 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 or the Developer's designee, nor shall any Owner paint or attach any object to any wall and/or fence without prior approval of the Developer or the Developer's designee.

Section 9. Nothing shall be altered in, constructed on, or removed from any dedicated or reserved areas except on the written consent of the Developer, after the original development thereof by the Developer.

Section 10. The hanging of clothes or clotheslines or placing of clothes poles is prohibited to the extent allowed by law. No aerials, satellite reception dishes, or antennas of any kind nor window air-conditioners or irrigation wells are permitted within the Subdivision, except as specifically allowed by law. The location of any improved device will be as previously approved by the Developer in writing.

Section 11. 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.

Section 12. The solid waste hauler shall be a City of Wildwood Franchised Hauler designated by the Developer. Once placed curbside for collection, all garbage will be contained in plastic bags prescribed by Developer and placed curbside no earlier than the day before scheduled pick-up. In the alternative, the Developer shall have the right to require that garbage be placed in a dumpster and not placed curbside. In either event, all garbage must be contained in fully closed and sealed plastic bags prescribed by the Developer. 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 hauler designated by Developer, and charges 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.

Section 13. Owner(s) 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 p.m. to one (1) hour before daylight. These restrictions shall not apply to construction noises being made by the Developer.

Section 14. The Developer is hereby given, and reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Subdivision.

Section 15. The Developer is hereby given, and reserves the right to establish such other reasonable rules and regulations covering the utilization of the Homesites by the Owner(s) in order to maintain the aesthetic qualities of this Subdivision, all of which apply equally to all of the parties in the Subdivision and the rules and regulations shall take effect within five (5) days from the sending of a notice to an Owner(s).

Section 16. 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.

Section 17. Developer or the transferees of Developer shall undertake the work of developing all Homesites included within the Subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Developer, Developer's transferees, or the employees, contractors, or subcontractors of Developer or Developer's transferees from doing on any part or parts of the Subdivision owned or controlled by Developer or Developer's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Developer, Developer's transferees, or the employees, contractors, or subcontractors of Developer or Developer's transferees from constructing and maintaining on any part or parts of the Subdivision property owned or controlled by Developer, Developer's transferees, or their representatives such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Homesites by sale, lease, or otherwise;

(c) Prevent Developer, Developer's transferees, or the employees, contractors, or subcontractors of Developer or Developer's transferees from conducting on any part or parts of the Subdivision property owned or controlled by Developer or Developer's transferees or their representatives, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of Homesites by sale, lease, or otherwise; or

(d) Prevent Developer, Developer's transferees, or the employees, contractors, or subcontractors of Developer or Developer's transferees from maintaining such sign or signs on any of the Homesites owned or controlled by any of them as may be necessary in connection with the sale, lease or other disposition of Subdivision Homesites.

As used in this section, the words "its transferees" specifically exclude purchasers of Homesites improved with completed residences.

Section 18. Except only as permitted by applicable law, no person may enter any wildlife preserve.

Section 19. 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 storm water management system approved and on file with the Southwest Florida Water Management District ("SWFWMD"). No Owner of property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, mitigation areas, buffer areas, drainage easements, and upland conservation areas described in the approved permit and recorded Plat of the Subdivision unless prior written approval is received from SWFWMD.

Section 20. 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 on any road right of way, walkway or cart path.

Section 21. Temporary parking depicted on the Plat of the Subdivision, if any, is not for Owner's use but is for the use of Owner's invitees or guests.

Section 22. 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.

Section 23. 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 24. Lawn ornaments are prohibited, except for seasonal displays not exceeding a thirty (30) day duration.

Section 25. Certain Homes within the Subdivision may initially be constructed with a carport. Carports may only be used for parking automobiles and golf carts capable of operation, and sitting areas. Without limiting the foregoing, carports may not be used for storage, or automobile or golf cart repair. Carports must be kept neat and

clean at all times. Only furniture intended for outdoor use may be placed within carports. Lighting within carports must be appropriately shaded to avoid nuisance, and noises and odors originating from within the carport must also be limited to avoid nuisance. All modifications to carports must be approved by Developer or its designee.

ARTICLE VI. 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.

Section 1. 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. 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, and its assigns. Wells are prohibited.

Section 2. 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.

(i) **Irrigation Use Only.** The irrigation water provided pursuant to Section 2 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 2 above.

(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 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.

(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. 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.

(iv) **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.

ARTICLE VII. OWNER'S OBLIGATIONS OF MAINTENANCE AND REPAIR

Section 1. Subject to the requirements set forth herein, each Owner shall, at his sole cost and expense, repair his residence, other than as otherwise provided for herein, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. Each Homesite Owner shall be responsible for maintaining his driveway. Owners of Homesites subject to a Special Easement for Landscaping, as shown on the Plat or described in Article IV 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 applicable law or regulations requiring Landscaped Buffer areas. Additionally, for those Owners of Homesites adjoining walls and/or fences originally constructed by the Developer, Owners shall be responsible for maintenance and repairs of the surface and structural integrity of the walls and/or fences adjoining the Owners Homesite whether on the Owners Homesite or on an adjacent Homesite, reserved area or dedicated area. Where a wall and/or fence adjoins more than one Homesite, the cost of maintaining and repairing the surface and the structural integrity of the wall and/or fence shall be shared among the respective Owners served by such wall and/or fence. Such Owners are encouraged to maintain the walls 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 Developer's designee for paint specifications. Owners of Homesites adjoining stack block wall, walls and/or fences or landscaped buffers shall maintain up to such wall, fence or landscaped buffer 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 Article II.

Section 2. The party responsible for maintenance must contact the Developer or the Architectural Control Committee for paint specifications.

Section 3. Each Owner shall keep his Homesite neat and clean and the grass cut and edged at all times and shall also maintain the unpaved area between an adjacent roadway or walkway located in the road right of way and the Owner's Homesite.

The Owners of Homesites 12 and 13 which adjoin Terrill Court, the Owners of Homesites 24 and 25 which adjoin Armeno Lane, and the Owners of Homesites 30 and 31 which adjoin Hennessy Avenue, shall mow and maintain in a neat and clean manner the unpaved area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites.

Section 4. If an Owner does not adhere to the above regulation, then the work may be performed on behalf of the Owner by the Developer, or its designee, but the Developer, or its designee, shall not be obligated to perform such work, and the cost shall be charged to the Owner.

ARTICLE VIII. OWNER'S OBLIGATION TO REBUILD

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 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 six (6) months after the damage occurs, unless prevented by governmental authority. Such reconstruction is subject to the provisions of these Restrictions.

ARTICLE IX. PARKING RESTRICTIONS

All outside structures for storage or utility purposes must be permanently constructed additions and of like construction as originally constructed by Developer 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.

ARTICLE X. ARCHITECTURAL CONTROL

Section 1. Alterations, Additions, and Improvements of Residences. No Owner, other than Developer or its transferees, shall make any structural alteration, or shall undertake any exterior repainting or repair of, or addition to his residence or Homesite, which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefor by the Developer or the Developer's designee. The Developer or the 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 storm water management system approved and on file with SWFWMD. If the proposed work is subsequently determined to not be in compliance with the storm water 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.

Section 2. Waiver and Release. 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 the 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 the 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.

ARTICLE XI. GENERAL PROVISIONS

Section 1. Water Features. 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.

Section 2. 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 restrictions, 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 restrictions 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 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. 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 the Developer.

Section 5. 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.

Section 6. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Homesite therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

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.

EXECUTED this 1st day of April, 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: 3619 Kiessel Road
The Villages, Florida 32163

_____
Print Name: Amy L Young

Address: 3619 Kiessel Road
The Villages, Florida 32163

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of physical presence this 1st day of April, 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: _____

ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

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

V:\Restrictions\Villages of Southern Oaks\Unit No. 148 240023V\Declaration of Restrictions - Final.docx