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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAGES OF SUMTER
VILLA DE LA MESA

FILED AND RECORDED IN THE
PUBLIC RECORDS OF
SUMTER COUNTY, FLORIDA
RECORD YEAR 1993
JUN 8 3 05 PM '93
SANDRA H. MASON
CLERK OF CIRCUIT COURT

258022

THE VILLAGES OF LAKE-SUMTER, INC., a Florida Corporation, hereinafter called Declarant, is the owner in fee simple of certain real property located in Sumter County, Florida, known by official plat designation as THE VILLAGES OF SUMTER VILLA DE LA MESA pursuant to a plat recorded in Official Plat Book 4 beginning at page 102 of the public records of Sumter County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean the VILLA DE LA MESA HOME OWNERS ASSOCIATION, INC. or some other similarly named nonprofit corporation, its successors and assigns, formed to assume the rights and duties described hereto. The Articles of Incorporation of the Association are attached hereto as Exhibit A. The Bylaws of the Association are attached hereto as Exhibit B.

Section 2. "Common elements" shall include within its meaning the following: (a) all real property conveyed to the Association for the common use and enjoyment of the owners or residents of the subdivision including the Association's pool and park area, and (b) tangible personal property used in the enjoyment or maintenance of the common elements. Title to the common elements shall be

conveyed to the Association free and clear of any liens or encumbrances.

Section 3. "Declarant" shall mean THE VILLAGES OF LAKE-SUMTER, INC. and its successors and assigns.

Section 4. "District" shall mean the Village Community Development District No. 1, a community development district created pursuant to Chapter 190, Florida Statutes.

Section 5. "District Property" shall mean those roadways and tracts conveyed to the District on the Plat of the Villa De La Mesa. All District Property shall be conveyed to the District free and clear of all liens and encumbrances.

Section 6. "Lot" shall mean any unit of land designated as a lot on the recorded subdivision plat referred to above.

Section 7. "Maintenance" shall mean the exercise of reasonable care and repair to keep buildings, roads, landscaping, lighting, lawns, water and sewer distribution systems, storm water run off 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 8. "Member" shall mean every person or entity who owns a lot within the Subdivision and holds membership in the Association.

Section 9. "Mortgage" shall mean a conventional mortgage.

Section 10. "Mortgagee" shall mean a holder of a conventional mortgage.

Section 11. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation. Every "owner" shall be a "member".

Section 12. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may

be brought within the jurisdiction of the Association as hereinafter provided.

ARTICLE II. THE ASSOCIATION

Section 1. Authority. The Association shall have the authority to hold title and manage common areas and adopt Rules and Regulations for their use, and such other authority as set forth herein.

Section 2. Membership. Every owner of a lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 3. Voting. The Association shall have two classes of voting members. Notice, quorum and voting level requirements shall be as set forth in the Bylaws of the Association.

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

Class B. The Class B member shall be the Declarant, its successors and assigns. The Class B Member shall be entitled to five (5) votes for each unsold lot.

Section 4. Lien and Personal Obligation of Assessments. Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest,

costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 5. Purposes of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision as further described below:

(1) for the repair and maintenance of the wall fence and the wall fence gates,

(2) for the repair and maintenance of the common elements, including pool and park area,

(3) for maintenance of all landscaped areas within the subdivision not owned by the District, (including lots) as originally landscaped by the Declarant together with replacement landscaping planted by the Association,

(4) for water, sewer, garbage, electric, telephone, gas and other necessary utility and security systems for the common elements,

(5) for acquiring furnishings and equipment for the common elements as determined by the Association,

(6) for maintenance of the subdivision irrigation system and the expense for water, electricity and other expenses associated with operating the subdivision irrigation system,

(7) for the maintenance of the front yard light pole and light,

(8) for the routine periodic painting of the exterior of all of the Villas as originally constructed by the Declarant located within the subdivision, (All residences must be repainted the same color, paint type and specifications as originally constructed by the Declarant. The Association must contact the Declarant or its designee for paint specifications prior to any painting. If such paint type color or specification is no longer available, the Declarant or its designee, shall specify the replacement color,

type or specification as closely matching the original paint as reasonably possible), and

(9) for all other expenses of operating the Association and the common elements including material, supplies, furniture, labor, insurance, taxes or assessments, or such other expenses for the operation of the common elements for the benefit of the Owners, or the enforcement of the provisions of these Covenants and Restrictions.

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

In the event that the Association fails to perform the maintenance duties herein described, the Declarant reserves the right to enter upon such lots and common areas, perform the maintenance duties and bill the Association for such maintenance costs plus a 20% overhead/administration fee. The Association warrants that such costs are an expense of the Association and will remit such payments within 30 days of presentment.

Section 6. Special Assessments for Capital Improvements. In addition to the annual Assessment authorized above, the Association may levy and collect in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement on the common elements, including fixtures and personal property related thereto.

Section 7. Uniform Rate of Assessment. Annual and Special assessments must be fixed at a uniform rate for all lots.

Section 8. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to a lot on the first day of the month following the date upon which a Certificate of Occupancy is issued for that lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of

directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and shall, on or before February 1 of each year, cause to be recorded in the Public Records of Sumter County, a list of delinquent assessments as of December 31 of the prior year.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of fifteen (15) percent (15%) per annum. If an owner is in default, the Association may, upon written notice, suspend the owners right to use the common areas. The Association may also bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property, or seek any other remedy allowed by law. The remedies available to the Association for a default in the payment of assessments shall be cumulative. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 10. Subordination of Assessment Lien to Mortgages
The assessment lien provided for herein shall be subordinate to the lien of any first mortgage as to liens which arise subsequent to the Mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer and after the date of the mortgage. No other sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereat.

ARTICLE III. 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 the following:

(a) Maintenance and repair of the District Property held by the District or dedicated to the use and enjoyment of the residents of the District or the public;

(b) Water, sewer, garbage, electrical, lighting, telephone, gas and other necessary utility service for the District areas;

(c) Maintenance and repair to the roads within the subdivision and Tracts 1 through 10;

(d) Maintenance and repair to water distribution and sewer collection systems within the subdivision;

(e) Maintenance and repair of the storm water runoff drainage system including drainage easements and drain pipes.

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.

Section 3. No Maintenance by Sumter County. No maintenance services on the roadways, drainage easements, drain pipes, or any other maintenance services within Villa De La Mesa will be performed by county government of Sumter County, Florida.

ARTICLE IV. THE VILLAGES AMENITIES FEE

Each owner hereby agrees to pay a monthly assessment, or charge against each lot for the use of the recreational and other amenities of The Villages of Lake (formerly known as Orange Blossom Gardens) and The Villages of Sumter in the amount per month set forth in such owner's Deed. The amenity fee set forth is limited to the owner named therein. In the event the owner(s) transfers, assigns or in any way conveys their interest in and to the lot, the

new owner(s) shall be obligated to pay the prevalent maintenance sum that is then in force and effect for new owner(s) of lots in the most recent addition or unit of The Villages of Sumter. The monthly assessment, or charge as set forth in this section is based on the cost of living for the month of sale as reflected in the Consumer Price Index, U.S. Average of Items and Food, published by the Bureau of Labor Statistics of the U.S. Department of Labor. The month of sale shall be the date of the Contract for Purchase of the lot. There shall be an adjustment in the monthly assessment or charge in three years after such date and every year subsequent thereto. The adjustments shall be proportional to the percentage increase or decrease in the Index from the date of sale to three years from said date and each subsequent one year period thereafter. Each adjustment shall be in effect for the intervening one year period. Adjustments not used on any adjustment date may be made any time thereafter. Each owner agrees that as additional facilities are requested by the owner(s) of lots in The Villages of Lake and/or The Villages of Sumter and the erection of such additional facilities is agreed to by the Declarant, that upon a vote of one half (1/2) of the owners in The Villages of Lake and The Villages of Sumter, including the owners in the Villa De La Mesa, approving such additional facilities and commence with charges therefore, the monthly assessment as provided for in this section shall be increased accordingly without the limitations set forth herein. For the purpose of all votes the Declarant shall be entitled to one (1) vote for each lot owned by the Declarant. The monthly charges shall be paid to the Declarant or its designate each month to insure the provision of the services being paid for. The monthly charges for services described in this section shall be due and payable to Declarant and said charges once in effect will continue month to month whether or not said lot is vacant. Owner does hereby give and grant unto Declarant a continuing lien in the nature of a mortgage upon the lot of the owner superior to all other liens and encumbrances, except any institutional first mortgage. This lien shall secure the payment of all monies due

Declarant hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosures of mortgages. In any such action or any other action to enforce the provision of this lien, including appeals, Declarant shall be entitled to recover attorney's fees incurred by it, abstract bills and court costs. An institutional first mortgage referred to herein shall be a mortgage upon a lot and the improvements thereon originally granted to an owner by a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company intended to finance the lot and/or improvements. Owner together with owner's heirs, successors and assigns, agree to take title subject to and be bound by, and pay the charge set forth herein and acceptance of the deed shall further signify approval of said charge as being reasonable and fair, taking into consideration the nature of Declarant's project, Declarant's investment in the recreational area, and in view of all the other benefits to be derived by the owners as provided herein. Owner acknowledges that owner and owner's heirs, successors and assigns, shall not have any right, title, claim or interest in and to the recreational area and facilities contained herein or appurtenant thereto, by reason of this agreement or otherwise, it being specifically agreed that Declarant, its successors and assigns, is the sole and exclusive owner of said facilities.

ARTICLE V. PROPERTY RIGHTS

Section 1. Reciprocal Easements. There shall exist reciprocal appurtenant easements between adjacent lots and between lots and adjacent common areas or reserved areas. Each lot 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.

(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 to Article VIII hereof.

(iii) The owner of the dominant tenement shall not attach any object to a wall 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 side yard easement shall extend over that portion of the servient tenement lying between the side lot line of the dominant tenement and the building wall and extending fence wall located upon the adjacent servient tenement as originally constructed by Declarant. The side yard easement will extend from the interior of the rear fence wall to the exterior of the front gate fence wall. 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 lots:

(i) Lots both burdened and benefitted by side yard easements shall be Lots 2 through 11, 14 through 25, 28 through 33, 35 through 42, 45 through 53, 56 through 65, 68 through 77, 80 through 96, 99 through 113, 116 through 126, 129 through 138.

(ii) Lots burdened but not benefitted by side yard easements shall be Lots 1, 13, 34, 54, 66, 67, 79, 114, 115, 139.

(iii) Lots benefitted but not burdened by side yard easements shall be Lots 12, 26, 27, 43, 44, 55, 78, 97, 98, 127, 128.

(b) **Driveway Easements.**

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

(i) The owner of the servient tenement shall have the right of ingress and egress over the driveway easement to access the owner's side yard and the side yard easement benefitting the lot owner.

(ii) 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.

(iii) The servient tenement shall have the right of drainage over, across and upon the easement area for water drainage 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 to Article VII hereof.

(iv) The owner of the dominant tenement shall not attach any object to a wall 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 Driveway Easement

Beginning at a point where the side lot line of the dominant tenement intersects the driveway of the dominant tenement; thence run along the side lot line away from the roadway to a point on the front gate fence wall; thence along the front gate fence wall to a point on the side wall of the servient tenement; thence along a line running along the side wall of the servient tenement towards the roadway to a point where the line intersects the driveway of the dominant tenement; thence along said driveway toward the roadway to a point where the driveway intersects the front lot line of the servient tenement; thence along the front lot line of the servient tenement to a point where the front lot line of the dominant and servient

tenements intersect; thence along the side lot line between the dominant and servient tenements to the point of beginning and close. The dominant tenement shall be responsible for maintenance of driveway used by the dominant tenement.

(3) Lots Affected by Driveway Easements.

The driveway easement shall benefit and burden the following lots:

(i) Lots both burdened and benefitted by driveway easements shall be Lots 4 through 11, 14 through 24, 28 through 30, 35 through 42, 45 through 53, 56 through 65, 70 through 77, 80 through 91, 94 through 96, 99 through 113, 116 through 126, 130 through 138.

(ii) Lots burdened but not benefitted by driveway easements shall be Lots 2, 12, 25, 27, 43, 44, 55, 68, 78, 92, 97, 98, 127, 129.

(iii) Lots benefitted but not burdened by driveway easements shall be Lots 1, 3, 13, 31, 34, 54, 66, 67, 69, 79, 93, 114, 115, 139.

(c) Easement for Ingress and Egress. There shall exist for the benefit and use of the dominant tenement a perpetual easement for ingress and egress over and upon the servient tenement for the limited purpose of allowing the dominant tenement to access his side yard and side yard easement through the front gate fence wall.

Section 2. Owner's Easements of Enjoyment in Common Areas.

Every owner of a lot shall have a right and easement of ingress and egress and enjoyment in and to the common elements.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common, reserved and dedicated areas adjacent thereto for any encroachment due to the nonwillful 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 lots, and between each lot and any adjacent portion of the common area. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an owner. A certificate by Declarant 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, drainage facilities, landscaping and wall fencing, are hereby reserved over the common, reserved and dedicated areas. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot except for improvements therein, shall be continuously maintained by the Association.

(b) Easements for the installation and maintenance of wall fencing and easements for the installation and maintenance of a storm water runoff drainage system are hereby reserved over a strip of land seven feet (7) wide running along the back lot

line of each lot in the subdivision, together with that portion of each lot actually occupied by fence walls, gate fence walls and the storm water runoff drainage system.

(c) No dwelling unit or other structure of any kind other than the aforementioned wall fence shall be built, erected, or maintained on any such easement, reservation, or right of way, except that patios and walks may be constructed over the easement reserved over the strip of land running along the back lot line of each lot. 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 Association, the District, and the Declarant, 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. Right of Entry. The Association through its duly authorized employees, agents and contractors, and the Declarant through its duly authorized employees, agents and contractors, shall have the right to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 6. No Partition. There shall be no judicial partition of the common area, nor shall Declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

ARTICLE VI. USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family, with no children, and for no other purpose. No person shall reside on a lot who is under the age of 19 years. Persons under the age of nineteen (19) years old may visit in a

residence on a lot for a period of no longer than thirty (30) days, except that this period may be extended by the Declarant.

Section 2. No business of any kind shall be conducted on any residence with the exception of the business of Declarant and the transferees of Declarant in developing and selling all of the lots as provided herein.

Section 3. No noxious or offensive activity shall be carried on in or on any lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the lots as provided herein.

Section 4. No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the Declarant or the association, except customary name and address signs. Professional signs advertising a property for sale or rent shall be permitted.

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

Section 6. Birds, fish, small dogs and cats under 40 pounds shall be permitted, with a maximum of two (2) pets per lot. Each owner shall be personally responsible for any damage caused the common area by any such pet and shall be responsible to immediately remove and dispose of any excrement of such pet and shall be responsible to keep such pet on a leash. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common area.

Section 7. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

Section 8. No fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any lot, except that Declarant and the transferees of Declarant may construct fences in accordance with existing architectural plans. Landscaping of each lot is restricted to the original landscape plan developed by the Declarant together with replacements thereto planted by the Association. All other plantings and other changes to any portion of the original landscape plan must have prior written approval of the Association. In order to maintain a visible roadway, no bush, shrub, tree, or other similar plant may be placed within the road right-of-way.

Section 9. No outbuilding, tent, shack, garage, trailer, shed, utility building or temporary building of any kind shall be erected, except temporarily only for construction purposes. No screen garage doors, awnings on windows or doors facing the roadways, flagpoles or other yard ornaments of any kind shall be permitted. The painting of sidewalks or driveways is prohibited except that clear sealants of a type approved by the Declarant or its designee are permitted.

Section 10. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the Declarant or the Association, after the original development thereof by the Declarant. Landscaping maintenance in the common areas shall be the duty of the Association and no other person shall attempt to alter or maintain it. The Association shall have the authority to adopt reasonable Rules and Regulations for the use of the common areas.

Section 11. The hanging of clothes or clotheslines or placing of clothes poles is prohibited to the extent allowed by law.

Section 12. All garbage will be contained in plastic bags prescribed by Declarant and placed curbside no earlier than the day before scheduled pick-up. In the alternative, the Association 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 Declarant.

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 Declarant.

Section 14. The Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the subdivision.

Section 15. The Association shall have the right to establish such other reasonable rules and regulations covering the utilization of the lots 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 Villa De La Mesa. The rules and regulations shall take affect within five (5) days from the sending of a notice to an owner(s).

Section 16. Mailboxes are provided by the U.S. Postal Service at no cost to owner, however, those boxes shall be housed by Declarant at a one time lifetime charge to owner of \$100.00 per box. If title to a lot is transferred, a new charge shall be made to the new owner. Payment of this fee shall be a condition collectible in the same manner as the maintenance fee and shall constitute a lien against the lot until it is paid. The mailbox fee may be increased in the same percentages and manner as increases in the Orange Blossom Gardens Assessment.

Section 17. Each lot is designed to have a front yard pole light which is activated by a light sensing meter. Lot owners shall maintain electric power to such light at all times so that the system can operate during all times of low level light.

Section 18. Declarant or the transferees of Declarant shall undertake the work of developing all lots 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 Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant'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 lots by sale, lease, or otherwise;

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

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

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

ARTICLE VII. OWNER'S OBLIGATIONS OF MAINTENANCE AND REPAIR

Section 1. Subject to Article X, each owner shall, at his sole cost and expense, maintain and repair his property including residence, patio, sidewalks and driveway, 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 lot owner shall be responsible for maintaining his driveway whether on his lot or on an adjacent lot, common or dedicated area.

Section 2. The Association will provide routine periodic painting of the exterior of Villa units as originally constructed by the Declarant. Any other exterior painting of the Villa necessitated by damage, wear and tear etc. will be the responsibility of the Owner. All residences must be repainted the same color, paint type and specifications as originally constructed by the Declarant. The Owner must contact the Declarant or its designee for paint specifications prior to any painting. If such paint type color or specification is no longer available, the Declarant or its designee, shall specify the replacement color, type or specification as closely matching the original paint as reasonably possible

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 or Article X.

ARTICLE IX. PARKING RESTRICTIONS

No owner of a lot shall park, store, or keep any vehicle except wholly within his driveway, garage or other non-visitor parking spaces. No truck in excess of 3/4 ton, camper, boat, trailer, or aircraft, or any vehicle other than a private non-commercial vehicle may be parked in a parking space except a boat may be kept in the garage with the garage door closed. No owner of a lot shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any lot, or on the common area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

ARTICLE X. ARCHITECTURAL CONTROL

Section 1. Alterations, additions, and Improvements to Residences and Landscaping. No owner, other than Declarant or its designee, shall make any structural alteration, or shall undertake any exterior repair of, or addition to his residence, which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications by the architectural committee appointed by the Association. The architectural committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in a manner generally consistent with the plan of development thereof. All fence walls must be of the same color, paint type and specifications as originally completed by the Declarant. If such paint type color or specification is no longer available, the Declarant or its designee, shall specify the replacement color, type or specification as closely matching the original paint as reasonably possible.

The landscaping plan as originally developed by the Declarant was designed to provide consistent aesthetic appeal with low maintenance cost on a subdivision wide basis. Any planting, other than replacement of the same type and size must have the prior written approval of the Declarant or its designee.

Before digging any hole in the ground, the owner must contact the Association so that the location of the subdivision irrigation system can be located upon the lot. Any damage to the irrigation system as a result of digging conducted by, or at the direction of a lot owner, shall be the responsibility of the lot owner. Owner is advised to also contact the providers of utilities before beginning any digging project.

ARTICLE XI. GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the Association, or any owner shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the Declarant or its designee.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding

on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association or any owner for a period or ninety-nine (99) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the then owners of at least three-quarters (3/4) of the subdivision lots.

Executed this 2nd day of June, 1993.

Signed Sealed and Delivered in the presence of:

THE VILLAGES OF LAKE-SUMTER, INC.

[Signature]
Name: EARRY C. KRISTEMEYER

By: [Signature]
H. Gary Morse, Vice Pres.

[Signature]
Name: MARTIN L. DUBRO

Address of The Villages of Lake-Sumter, Inc.:
1200 Avenida Central
Lady Lake, FL 32159

STATE OF FLORIDA
COUNTY OF LAKE

Before Me, the undersigned authority, personally appeared H. Gary Morse as the Vice President of Declarant, to me known to be the person in and who executed the foregoing instrument with full authority of Declarant corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 2nd day of June, 1993.

[Signature]
NOTARY PUBLIC
Name: MARTIN L. DUBRO
My Commission Expires: _____

Prepared by:
Steven M. Roy, of
McLin, Burnsed, Morrison,
Johnson & Robuck, P.A.
Leesburg, FL 34749-1357

Serial/Commission Number AA73773
Personally Known or Produced Identification _____
Type of Identification Produced: _____

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: FEB. 22, 1994,
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

7.00
1507F

For Amendment see OR 746 Pg 635

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE VILLAGES OF SUMTER VILLA DE LA MESA

a Subdivision in Lake County according to the Plat thereof as recorded in Plat Book 4, Page 104, Public Records of Sumter County, Florida.

Recitals

1. On June 8, 1993, THE VILLAGES OF LAKE-SUMTER, INC., as Declarant, recorded in Official Records Book 484, Page 0643 through 0677, Public Records of Sumter County, Florida, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGES OF SUMTER VILLA DE LA MESA ("Declaration"), according to the plat recorded in Plat Book 4, Page 102, Public Records of Sumter County, Florida.

3. At this time, The Villages of Lake-Sumter, Inc. wishes to amend the Declaration pursuant to the provisions of ARTICLE XI Section 3 of the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

1. Article II, Section 5, paragraph (3) is amended by deleting that paragraph in its entirety and inserting the following:

(3) for the maintenance of landscaping on Common elements and for the maintenance of landscaping for Lots 1 through 66 as originally landscaped by the Declarant together with replacement landscaping planted by the Association. The Owners of Lots 67 through 139 shall be responsible for the maintenance of the landscaping contained on their individually owned Lots.

2. Article II, Section 5, paragraph (6) is amended by deleting that paragraph in its entirety and inserting the following:

(6) for maintenance of the irrigation system serving the Common Elements and serving Lots 1 through 66, including the expense for water, electricity and other expenses associated with the operation of the irrigation system.

3. Article II, Section 7 is amended by deleting that paragraph in its entirety and inserting the following:

Section 7. Rate of Assessment. Annual and Special assessments must be fixed at a uniform rate among the owners of Lots 1 through 66. Annual and Special assessments must be fixed at a uniform rate among the Owners of Lots 67 through 139. The difference in assessment between the two groups of Lot owners described above shall represent the additional cost of providing the services for Lots 1 through 66 as described in Article II, Section 5 and Section 6.

Dated this 26 day of January, 1994.

Witnesses:
[Signature]
(Signature of Witness)
ROBERT B. WILSON
(Print Name of Witness)
[Signature]
(Signature of Witness)
DORIS A. PARO
(Print Name of Witness)

THE VILLAGES OF LAKE-SUMTER, INC.
By: [Signature]
H. Gary Morse, Vice President

FILED
PUBLIC RECORDS
SUMTER COUNTY, FLA.
RECORDED
FEB 1 11 41 PM '94
SARA JOHNSON
CLERK OF DISTRICT COURT



Prepared By & Return To:
McRae, Burnser, Morrison, Johnson & Robuck P.A. | 5 9 2
P.O. Box 491357
Gainesburg, Fla 34749-1357

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 26 day of January, 1994,
by H. Gary Morse, the Vice President of The Villages of Lake-Sumter, Inc., a Florida corporation.

Reeve B. Wilson
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Reeve B. Wilson
(Print Name of Notary Public)

My Commission Expires: 10-19-94
CC047472
Serial/Commission Number)

Personally Known or Produced Identification

Type of Identification Produced: _____

PREPARED BY AND RETURN TO:
Steven M. Roy/jbm, of
McLin, Burnsed, Morrison, Johnson
& Robuck, P.A.
P. O. Box 491357
Leesburg, Florida 34749-1357
File: OH0722



5.00
1.00 T.F.
1.00 COPY
7.00

Amendment to
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

The VILLAGES of Sumter
Villa de la Mesa

a subdivision in Lake County according to
the Plat thereof as recorded in Plat Book 4,
Page 104, Public Records of Sumter
County, Florida

The First Amendment recorded in Official
records 505 Page 690

Said First Amendment is hereby deleted,
rescinded and canceled.

Recorded this 22 day of May, 1999.

WITNESSES:

VILLA DE LA MESA
Homeowner's Assoc.

(1) Joseph T. Martin
print name of witness
Joseph T. Martin
signature of witness

By Herb Elgar
Herb Elgar, President

(2) BOB A MOORE
print name of witness
Bob A Moore
signature of witness

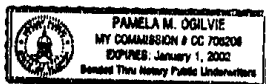
The foregoing instrument was acknowledged before
me this 17th day of May, 1999 by Herb Elgar,
President of Villa de la Mesa Homeowner's Assoc.

Pamela M. Ogilvie
NOTARY PUBLIC STATE OF FLORIDA

Pamela M. Ogilvie
PRINT NAME OF NOTARY

Jan 01 2000
My commission expires

7106206
Serial Commission Number



Prepared by and return to:
Judge Marvin Jasper
746 Hernandez Dr.
Lady Lake, FL 32159

*NOTE: Original recorded in 6893 Official Records Book 484 Pages 0643-0677 Public Records Sumter Co.
FILE DATE: 05/26/1999 FILE TIME: 11:13 OR BOOK: 746 PAGE: 635
SUMTER CO, FL, GLORIA HAYWARD - CLERK CIRCUIT COURT INS #: 1999 8139 **

900
1.50 T.F.

**CORRECTIVE FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE VILLAGES OF SUMTER VILLA DE LA MESA**

**a Subdivision in Sumter County according to the Plat thereof as
recorded in Plat Book 4, Page 102, Public Records of Sumter
County, Florida.**

Recitals

1. On June 8, 1993, THE VILLAGES OF LAKE-SUMTER, INC., as Declarant, recorded in Official Records Book 484, Page 0643 through 0677, Public Records of Sumter County, Florida, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGES OF SUMTER VILLA DE LA MESA ("Declaration"), according to the plat recorded in Plat Book 4, Page 102, Public Records of Sumter County, Florida.
2. On February 1, 1994, THE VILLAGES OF LAKE-SUMTER, INC., Declarant, recorded in Official Records Book 505, Page 690, Public Records of Sumter County, Florida a FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGES OF SUMTER VILLA DE LA MESA ("First Amendment").
3. The caption in the First Amendment incorrectly reflected the recording of the Plat of The Villages of Sumter Villa De La Mesa.
4. At this time the Declarant wishes to correct the error in the recording information appearing in said caption. The correct caption shall read as follows:

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE VILLAGES OF SUMTER VILLA DE LA MESA**

**A Subdivision in Sumter County according to
the plat thereof as recorded in Plat Book 4,
Page 102, Public Records of Sumter County,
Florida.**

In all other respects the Declaration, as amended by the First Amendment, shall remain unchanged and in full effect.

Dated this 17th day of March, 1994.

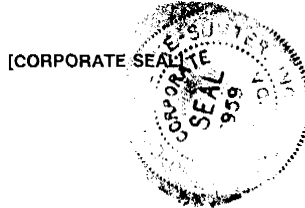
Witnesses:

Kerri B. Wilson
(Signature of Witness)
Kerri B. Wilson
(Print Name of Witness)

Janice B. Mansfield
(Signature of Witness)
JANICE B. MANSFIELD
(Print Name of Witness)

THE VILLAGES OF LAKE-SUMTER, INC.

By: H. Gary Morse
H. Gary Morse, Vice President



FILED AND RECORDED IN
PUBLIC RECORDS OF
SUMTER COUNTY, FLA.
RECORD VERIFIED
MAR 21 2 25 PM '94

SARA H. MASON
CLERK OF CIRCUIT COURT
BY [Signature]

266732

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 17th day of March, 1994,
by H. Gary Morse, the Vice President of The Villages of Lake-Sumter, Inc., a Florida corporation,
and he is personally known to me.

Renee B. Wilson

NOTARY PUBLIC - STATE OF FLORIDA

(Signature of Notary Public)

RENEE B. WILSON

(Print Name of Notary Public)

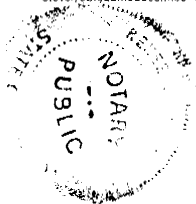
My Commission Expires: 10-19-94

0047472
Serial/Commission Number)

PREPARED BY AND RETURN TO:

Steven M. Roy/jbm, of
McLin, Burnsed, Morrison, Johnson
& Robuck, P.A.
P. O. Box 491357
Leesburg, Florida 34749-1357

steve/obh/2ameddec.mes - file:OH0722



This instrument prepared by/return to
Gary Fuchs/amr
McLin & Burnsed PA ✓
P.O. Box 1299
The Villages, FL 32158-1299

EXN: 12.00
Rec: 13.00
TF: 14.00

39.00

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

**Amendment to Covenants, Conditions and Restrictions Relating to
The Villages of Sumter Rio Grande Villas, The Villages of Sumter San Pedro Villas,
The Villages of Sumter Villa De Laguna, The Villages of Sumter Villa De La Mesa,
The Villages of Sumter Patio Villas, The Villages of Sumter Villa De La Vista South,
The Villages of Sumter Villa De La Vista North, The Villages of Sumter Villa De Laguna
West, The Villages of Sumter Villa San Antonio, The Villages of Sumter Villa San
Miguel, The Villages of Sumter Villa Valdez, The Villages of Sumter Villa
De La Vista West, The Villages of Sumter Villa Tierra Grande, The Villages
of Sumter Villa La Paloma, and The Villages of Sumter Villa Vera Cruz**

The Villages of Lake-Sumter, Inc., a Florida corporation (the “Declarant”), whose post office address is 1020 Lake Sumter Landing, The Villages, Florida 32162, recorded the following Declaration of Restrictions (“Restrictions”):

Restrictions recorded in Official Records Book 467, Pages 462-484, and as amended in Official Records Book 472, Page 395, affecting The Villages of Sumter Rio Grande Villas, in Sumter County, Florida, as recorded in Plat Book 4, Page 98, Public Records of Sumter County, Florida;

Restrictions recorded in Official Records Book 467, Page 486, and as amended in Official Records Book 472, Page 393, affecting The Villages of Sumter San Pedro Villas, in Sumter County, Florida, as recorded in Plat Book 4, Page 99, Public Records of Sumter County, Florida;

Restrictions recorded in Official Records Book 481, Pages 228-250, affecting The Villages of Sumter Villa De Laguna, in Sumter County, Florida, as recorded in Plat Book 4, Page 101, Public Records of Sumter County, Florida;

Restrictions recorded in Official Records Book 484, Pages 643-677, and as amended in Official Records Book 505, Page 690 and Official Records Book 510, Page 388, affecting The Villages of Sumter Villa De La Mesa, in Sumter County, Florida, as recorded in Plat Book 4, Page 102, Public Records of Sumter County, Florida;

Restrictions recorded in Official Records Book 495, Pages 17-32, and as amended in Official Records Book 497, Page 461, and Official Records Book 511, Page 166, affecting The Villages of Sumter Patio Villas, in Sumter County, Florida, as recorded in Plat Book 4, Page 105, Public Records of Sumter County, Florida;

Restrictions recorded in Official Records Book 504, Pages 38-59, affecting The Villages of Sumter Villa De La Vista South, in Sumter County, Florida, as recorded in Plat Book 4, Page 108, Public Records of Sumter County, Florida;

Restrictions recorded in Official Records Book 511, Pages 266-287, affecting The Villages of Sumter Villa De La Vista North, in Sumter County, Florida, as recorded in Plat Book 4, Page 110-110A, Public Records of Sumter County, Florida;

Restrictions recorded in Official Records Book 518, Pages 121-142, affecting The Villages of Sumter Villa De Laguna West, in Sumter County, Florida, as recorded in Plat Book 4, Page 111, Public Records of Sumter County, Florida;

Restrictions recorded in Official Records Book 540, Pages 361, and as amended in Official Records Book 584, Page 400, affecting The Villages of Sumter Villa San Antonio, in Sumter County, Florida, as recorded in Plat Book 4, Pages 120-120B, Public Records of Sumter County, Florida;

05/10/2005 #2005-15029
11:50:24AM B-1370 P-233

MM

Restrictions recorded in Official Records Book 540, Page 384, affecting The Villages of Sumter Villa San Miguel, in Sumter County, Florida, as recorded in Plat Book 4, Page 121, Public Records of Sumter County, Florida;

Restrictions recorded in Official Records Book 540, Pages 342, affecting The Villages of Sumter Villa Valdez, in Sumter County, Florida, as recorded in Plat Book 4, Page 122, Public Records of Sumter County, Florida;

Restrictions recorded in Official Records Book 564, Pages 111-127, affecting The Villages of Sumter Villa De La Vista West, in Sumter County, Florida, as recorded in Plat Book 4, Pages 127-127B, Public Records of Sumter County, Florida;

Restrictions recorded in Official Records Book 613, Page 599, and as amended in Official Records Book 639, Page 563, affecting The Villages of Sumter Villa Tierra Grande, in Sumter County, Florida, as recorded in Plat Book 4, Page 137, Public Records of Sumter County, Florida;

Restrictions recorded in Official Records Book 646, Page 532, affecting The Villages of Sumter Villa La Paloma, in Sumter County, Florida, as recorded in Plat Book 4, Page 140, Public Records of Sumter County, Florida; and

Restrictions recorded in Official Records Book 612, Pages 671-681, and as amended in Official Records Book 615, Page 19, affecting The Villages of Sumter Villa Vera Cruz, in Sumter County, Florida, as recorded in Plat Book 4, Page 132, Public Records of Sumter County, Florida.

Background

The Declarant created this Subdivision with the intent of creating a community designed to provide housing for older persons and this Subdivision has always been occupied by residents using it for that same purpose. Since this Subdivision was created prior to Housing for Older Persons Act of 1995 and any federal or state laws specifically addressing housing for older persons, the Declarant accomplished this goal by prohibiting persons under 19 years of age from living in the Subdivision. Following the creation of this Subdivision the Housing for Older Persons Act of 1995 and other federal and state laws were enacted to created exemptions, for housing for older persons, to the newly created familial status laws. These new laws caused the Declarant to revise their Declaration of Restrictions on subdivisions created thereafter to include the language in Article VII, Section 19, referenced below, in order to continue to provide housing for older persons.

05/10/2005 #2005-15029
11:50:24AM B-1370 P-234

Since this Subdivision was always intended to provide housing for older persons and has always provided housing for older persons, and since it complies with the Housing for Older Persons Act of 1995 and other federal and state laws exempting housing for older persons, it is necessary for the Declarant to amend these Restrictions so that this Subdivision shall be subject to Article VII, Section 19 below, in order to insure continued compliance with these new laws.

NOW, THEREFORE, the Restrictions are amended as follows:

USE RESTRICTIONS

Housing for Persons 55 Years of Age and Older is hereby added to the Restrictions to read as follows:

The Subdivision is an adult community designed to provide housing for persons 55 years or age or older. All Homes that are occupied must be occupied by at least one person who is at least fifty-five (55) years of age. No person under nineteen (19) years of age may be a permanent resident of a Home, except that persons below the age of nineteen (19) years may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days in total in any calendar year period. The Declarant 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 Declarant 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 Declarant 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 Declarant or its designee from time to time. All residents shall certify from time to time as requested by the Declarant, the names and dates of birth of all occupants of a Home.

This paragraph shall apply to all Owners and occupants of Homes that are in compliance with this paragraph as of the date of recording of this Amendment. A vacant Home shall also be deemed in compliance with this paragraph. However, this paragraph shall not apply to any Owner or occupants of a Home that is in violation of this paragraph as of the date of recording of this Amendment until such time as the Home becomes vacant, is transferred or otherwise comes into compliance with this paragraph, and from that day forward the Owner shall, at all times, comply with this paragraph.

Any provisions, terms or parts of the restrictions listed above not changed, modified or removed except as stated herein remain in full force and effect as they exist in the Restrictions recorded in the Public Records of Sumter County, Florida.

Dated this 22nd day of April, 2005.

Witnessed by:

[Signature]
Print Name: Gary Fuchs

[Signature]
Print Name: Alice M. Rivers

The Villages of Lake-Sumter, Inc., a Florida corporation

By: [Signature]

Its: [Signature]

05/10/2005 #2005-15029
11:50:24AM B-1370 P-235

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 22nd day of April, 2005, by Jennifer L. Parr, the Vice President of The Villages of Lake-Sumter, Inc., a Florida corporation, who X is personally known to me, or _____ produced _____ as identification.

[Signature]

NOTARY PUBLIC - STATE OF FLORIDA

(Signature of Notary Public)

Alice M. Rivers

(Print Name of Notary Public)

My Commission Expires: _____

Serial/Commission Number: _____



ALICE M. RIVERS
MY COMMISSION # DD 231233
EXPIRES: August 15, 2007
Bonded Thru Budget Notary Services

PREPARED BY AND RETURN TO:
Erick D Langenbrunner, Esq.\gan
McLin Burnsed.
1028 Lake Sumter Landing
The Villages, FL 32162



M

FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF SUMTER VILLA DE LA MESA

a Subdivision in Sumter County according to the Plat thereof as recorded in Plat Book 4, Pages 102, 102A, 102B, and 102C, Public Records of Sumter County, Florida.

RECITALS

A. On June 8, 1993, The Villages of Lake-Sumter, Inc., as Declarant, recorded in Official Records Book 484, Page 643 (258022), Public Records of Sumter County, Florida, a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the subdivision known as VILLAGES OF SUMTER VILLA DE LA MESA ("Declaration"), according to the plat recorded in Plat Book 4, Pages 102, 102A, 102B, and 102C, Public Records of Sumter County, Florida.

B. On February 1, 1994, The Villages of Lake-Sumter, Inc., as Declarant, recorded in Official Records Book 505, Page 690 (265116), Public Records of Sumter County, Florida, a FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the subdivision known as VILLAGES OF SUMTER VILLA DE LA MESA ("First Amendment").

C. On March 21, 1994, The Villages of Lake-Sumter, Inc, as Declarant, recorded in Official Records Book 510, Page 388 (266732), Public Records of Sumter County, Florida, a CORRECTIVE FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the subdivision known as VILLAGES OF SUMTER VILLA DE LA MESA ("Second Amendment").

D. On May 10, 2005, The Villages of Lake-Sumter, Inc., as Declarant, further amended the Declaration and recorded in Official Records Book 1370, Page 233 (2005-15029), Public Records of Sumter County, Florida, an AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS for the subdivision known as VILLAGES OF SUMTER VILLA DE LA MESA ("Third Amendment").

E. At this time, pursuant to the rights reserved in Article XI, Section 3 of the Declaration, Declarant hereby wishes to further amend the Declaration.

NOW, THEREFORE, the Declaration is further amended as follows:

The Declaration is further amended by amending and restating Article VI, Section 9 as follows:

"Section 9. No outbuilding, tent, shack, garage, trailer, shed, utility building or temporary building of any kind shall be erected, except temporarily only for construction purposes. No screen garage doors, awnings on windows or doors facing the roadways, flagpoles or other yard ornaments of any kind shall be permitted. Clear (non-colored) concrete and driveway coatings are permitted. No colored coatings are permitted without the prior written consent of Declarant, its designee, or an architectural review committee appointed by Declarant or Declarant's designee."

Dated this 18th day of May, 2012.

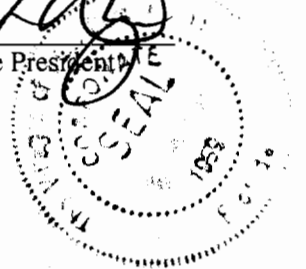
Witnesses:

Vicki C. Varnon
Print Name: Vicki C. Varnon

Jennifer A. Peters
Print Name: Jennifer A. Peters

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

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



**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me the 18th day of May, 2012, by Martin L. Dzuro, the Vice President of The Villages of Lake-Sumter, Inc., a Florida corporation, who is personally known to me.

Vicki C. Varnon
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Vicki C. Varnon

(Print Name of Notary Public)

My Commission Expires: _____

Serial/Commission Number) _____



Copy
Rec. 2.00
18.50
20.50

**FIFTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VILLAGES OF SUMTER VILLA DE LA MESA**

**a subdivision in Sumter County, Florida, according to the Plat thereof
as recorded in Plat Book 4, Pages 102, 102A, 102B, and 102C, Public
Records of Sumter County, Florida.**

A. On June 8, 1993, The Villages of Lake-Sumter, Inc., a Florida corporation, as Declarant, recorded in Official Records Book 484, Page 643 (258022), Public Records of Sumter County, Florida, a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the subdivision known as VILLAGES OF SUMTER VILLA DE LA MESA ("Declaration"), according to the plat recorded in Plat Book 4, Pages 102, 102A, 102B, and 102C, Public Records of Sumter County, Florida.

B. On February 1, 1994, The Villages of Lake-Sumter, Inc., a Florida corporation, as Declarant, recorded in Official Records Book 505, Page 690 (265116), Public Records of Sumter County, Florida, a FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the subdivision known as VILLAGES OF SUMTER VILLA DE LA MESA ("First Amendment").

C. On March 21, 1994, The Villages of Lake-Sumter, Inc., a Florida corporation, as Declarant, recorded in Official Records Book 510, Page 388 (266732), Public Records of Sumter County, Florida, a CORRECTIVE FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the subdivision known as VILLAGES OF SUMTER VILLA DE LA MESA ("Second Amendment").

D. On May 10, 2005, The Villages of Lake-Sumter, Inc., a Florida corporation, as Declarant, recorded in Official Records Book 1370, Page 233 (2005-15029), Public Records of Sumter County, Florida, an AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS for the subdivision known as VILLAGES OF SUMTER VILLA DE LA MESA ("Third Amendment").

E. On May 25, 2012, The Villages of Lake-Sumter, Inc., a Florida corporation, as Declarant, further amended and recorded in Official Records Book 2451, Page 791 (201260016258), Public Records of Sumter County, Florida, a FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the subdivision known as VILLAGES OF SUMTER VILLA DE LA MESA ("Fourth Amendment").

F. At this time, in accordance with the rights reserved in Article XI, Section 3 of the Declaration, Declarant wishes to amend the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The Declaration is hereby amended by amending and restating Article VI, Section 9 in its entirety as follows:

"Section 9. No outbuilding, tent, shack, garage, trailer, shed, utility building or temporary building of any kind shall be erected, except temporarily only for construction purposes. No awnings on windows or doors facing roadways, flagpoles or other yard ornaments of any kind shall be permitted. Clear (non-colored) concrete and driveway coatings are permitted. No colored coatings are permitted without the prior

written consent of Declarant, its designee, or an architectural review committee appointed by Declarant of Declarant's designee."

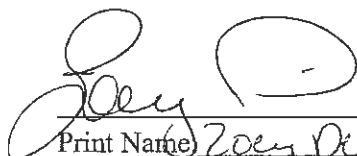
2. Capitalized terms used but not defined herein shall have the meaning given to them in the Declaration.

3. Except as herein amended, all other terms and provisions of the Declaration remain in full force and effect.

DATED this 7th day of December, 2020.

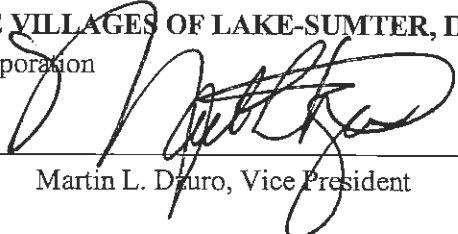
WITNESSES:

DECLARANT



Print Name: Zoey Devine

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

By: 

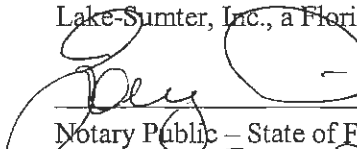
Martin L. Dzuro, Vice President

Jill Powers

Print Name: Jill Powers

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me by means of physical presence this 7th day of December, 2020, by Martin L. Dzuro, as Vice President of and on behalf of The Villages of Lake-Sumter, Inc., a Florida corporation, who is personally known to me.



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



ZOEY DEVINE
Commission # GG 309269
Expires June 25, 2023
Bonded Thru Budget Notary Service:

PREPARED BY/RETURN TO:

✓ Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

5.00
1.00 T.F.
1.00 copy
7.00

Amendment to
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

The VILLAGES of Sumter
Villa de la Mesa

a subdivision in Lake County according to the Plat
thereof as recorded in Plat Book 4, Page 104,
Public Records of Sumter County, Florida

Section 9 recorded in Official Records 484, Page
660 is hereby amended to delete, cancel and
rescind "no screen garage doors".

At the conclusion of said section there shall be
added: "Screen garage doors are permitted;
however, said screen garage doors shall be
only white and of the roll-up type".

Recorded this 26 day of May, 1999.

FILE DATE: 05/26/1999 FILE TIME: 11:14
SUMTER CO, FL, GLORIA HAYWARD - CLERK CIRCUIT COURT INS #: 1999 8140 OR BOOK: 746 PAGE: 636
**

WITNESSES:

VILLA DE LA MESA
Homeowner's Assoc.

(1) Joseph T. Martin
print name of witness

Joseph T. Martin
signature of witness

By Herb Elgar
Herb Elgar, President

(2) BOB A MOORE
print name of witness

Bob A Moore
signature of witness

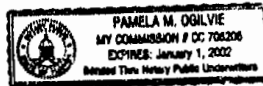
The foregoing instrument was acknowledged before
me this 17th day of May, 1999 by Herb Elgar,
President of Villa de la Mesa Homeowner's Assoc.

Pamela M. Ogilvie
NOTARY PUBLIC STATE OF FLORIDA

Pamela M. Ogilvie Jan 01 2000
PRINT NAME OF NOTARY My commission expires

706206
Serial Commission Number

Prepared by and return to:
Judge Marvin Jasper





7.00
1.50 TF

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE VILLAGES OF SUNTER VILLA DE LA MESA

a Subdivision in Lake County according to the Plat thereof as recorded in Plat Book 4, Page 104, Public Records of Sumter County, Florida.

Recitals

1. On June 8, 1993, THE VILLAGES OF LAKE-SUNTER, INC., as Declarant, recorded in Official Records Book 484, Page 0643 through 0677, Public Records of Sumter County, Florida, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGES OF SUNTER VILLA DE LA MESA ("Declaration"), according to the plat recorded in Plat Book 4, Page 102, Public Records of Sumter County, Florida.

2. At this time, The Villages of Lake-Sunter, Inc. wishes to amend the Declaration pursuant to the provisions of ARTICLE XI Section 3 of the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

1. Article II, Section 5, paragraph (3) is amended by deleting that paragraph in its entirety and inserting the following:

(3) for the maintenance of landscaping on Common elements and for the maintenance of landscaping for Lots 1 through 66 as originally landscaped by the Declarant together with replacement landscaping planted by the Association. The Owners of Lots 67 through 139 shall be responsible for the maintenance of the landscaping contained on their individually owned Lots.

2. Article II, Section 5, paragraph (5) is amended by deleting that paragraph in its entirety and inserting the following:

(5) for maintenance of the irrigation system serving the Common Elements and serving Lots 1 through 66, including the expense for water, electricity and other expenses associated with the operation of the irrigation system.

3. Article II, Section 7 is amended by deleting that paragraph in its entirety and inserting the following:

Section 7. Rate of Assessment. Annual and Special assessments must be fixed at a uniform rate among the owners of Lots 1 through 66. Annual and Special assessments must be fixed at a uniform rate among the Owners of Lots 67 through 139. The difference in assessment between the two groups of Lot owners described above shall represent the additional cost of providing the services for Lots 1 through 66 as described in Article II, Section 5 and Section 6.

Dated this 26 day of January, 1994.

Witnesses:

[Signature]
(Signature of Witness)

Harold R. Wilson
(Print Name of Witness)

[Signature]
(Signature of Witness)

DAVID A. PAED
(Print Name of Witness)

THE VILLAGES OF LAKE-SUNTER, INC.

By: [Signature]
H. Gary Meeks, Vice President

INCORPORATED IN FLORIDA
STATE OF FLORIDA
COUNTY OF SUMTER
JAN 27 1994



JAN 27 1994
H. GARY MECKS
VICE PRESIDENT
SUMTER COUNTY, FLORIDA

Prepared By + Return To:
McKin, Burnsed, Morrison, Johnson + Robek CPA 1992
P.O. Box 491357
Gainesburg, Fla 32649-1357

REF. 505 PAGE 691

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 26 day of January, 1984,
by Gary Moran, the Vice President of The Villages of Lake-Gumter, Inc., a Florida corporation.

Reece B. Wilson
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Reece B. Wilson
(Print Name of Notary Public)

My Commission Expires: 10-19-94
CP047472
(Serial/Commission Number)

Personally Known or Produced Identification

Type of Identification Produced: _____

PREPARED BY AND RETURN TO:
Steven M. Roy/jbm, of
McLin, Burnsed, Morrison, Johnson
& Robuck, P.A.
P. O. Box 491357
Lakeland, Florida 34749-1357
FL00022

