

Age Amendment

LA 693

This instrument prepared by/return to:  $\text{Lyn: } 12.00$   
 Gary Fuchs/amr  $\text{Rec: } 13.00$   
 McLin & Burnsed PA ✓  $\text{TF: } 14.00$   
 P.O. Box 1299  
 The Villages, FL 32158-1299  $\underline{\hspace{1cm}} 39.00$

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;

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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 create 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.

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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 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 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 22<sup>nd</sup> day of April, 2005.

Witnessed by:  
[Signature]  
Print Name: Gary Fuchs  
[Signature]  
Print Name: Alice M. Rivers

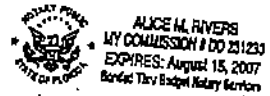
The Villages of Lake-Sumter, Inc., a Florida corporation  
By: [Signature]  
Its: [Signature]

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STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> 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: \_\_\_\_\_



UNIT 93

REC. 540 1987 342

PREPARED BY AND ~~REDACTED~~  
Steven M. Roy/jbm  
Post Office Box 491357  
Leesburg, Florida 34749-1357

*W. A. G. 13*  
CLERK OF CIRCUIT COURT  
IN AND FOR SUMTER COUNTY  
FLORIDA  
*[Signature]*

FILED AND RECORDED  
PUBLIC RECORDS  
SUMTER COUNTY, FLORIDA  
JAN 13 4 15 PM '87

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE VILLAGES OF SUMTER  
VILLA VALDEZ Unit 93

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 VALDEZ pursuant to a plat recorded in Official Plat Book 4 beginning at page 122 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.

*Handwritten note:*  
→ Producers & Yacht

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean the VILLA VALDEZ HOMEOWNERS ASSOCIATION, INC. or some other similarly named nonprofit corporation, its successors and assigns, which may be formed to assume the rights and duties described hereto.

Section 2. "Common area" shall mean all real property shown on the plat referenced above conveyed to the District and dedicated for the common use and enjoyment of the owners or residents of the District or the public, together with additions in accordance

herewith. Title to the common area shall be conveyed to the District and dedicated for common use 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. "Lot" shall mean any unit of land designated as a lot on the recorded subdivision plat referred to above.

Section 6. "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 7. "Member" shall mean every person or entity who owns property within the Subdivision and holds membership in the Association.

Section 8. "Mortgage" shall mean a conventional mortgage.

Section 9. "Mortgagee" shall mean a holder of a conventional mortgage.

Section 10. "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 11. "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. OBLIGATIONS OF DECLARANT**

**Section 1. Maintenance Duties.** The Declarant shall perform those maintenance and repair services hereinafter allocated to the Association for an initial period of fifteen (15) years and thereafter until such time as the Declarant may relinquish performing those services. If the Declarant relinquishes performing those services, then the Association as contemplated below shall be formed and shall assume the duties and be empowered with the rights as hereinafter described, however no association formed before such time as Declarant relinquishes performing those services may assume those duties or have those rights hereinafter described.

**ARTICLE III. THE ASSOCIATION**

**Section 1. 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 2. Voting.** The Association shall have one class of voting members. All owners 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. In no event shall more than one vote be cast with respect to any lot owned.

**Section 3. 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 4. Services Provided by the Association.** 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 and for the repair and maintenance of the top and exterior portion of the wall fence lying on the subdivision perimeter, and the wall fence on the side lot lines of Lots 24 and 58. Such maintenance shall be in accordance with the specifications set forth in Article VIII.

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.

**Section 5. Uniform Rate of Assessment.** Annual assessments must be fixed at a uniform rate for all lots.

**Section 6. Commencement and Collection of Annual Assessments.** The annual assessments provided for herein shall commence as to all lots on the first day of the month following the date upon which the Declarant abandons providing maintenance and repair services. 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 7. 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. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. 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 9. 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 IV. 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 common areas 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 common areas;

(c) Maintenance and repair to roads within the subdivision;



- (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 VALDEZ will be performed by county government of Sumter County, Florida.

**ARTICLE V. THE ORANGE BLOSSOM GARDENS 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 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 Orange Blossom Gardens or 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 Orange Blossom Gardens 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 Orange Blossom Gardens and The Villages of Sumter, including the owners in VILLA VALDEZ, approving such additional facilities and commence with charges therefor, 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. 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 VI. 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, easements for ingress and egress, and easements for maintenance. Such side yard easements shall be 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 reconstructed pursuant hereto.

(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 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, lying between the exterior of the side dwelling wall on the garage side of the servient tenement and adjoining side lot line of the adjoining dominant tenement; and also extending from the exterior of the side

dwelling wall of the servient tenement in a straight line with the exterior side wall to the rear lot line of servient tenement; and also that portion of the servient tenement lying between the driveway of the servient tenement as originally constructed by the developer, and the adjoining side lot line of the dominant tenement.

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 23, 26 through 39, 42 through 55, and 59 through 77.

(ii) Lots burdened but not benefitted by side yard easements shall be Lots 1, 40, 41, and 78.

(iii) Lots benefitted but not burdened by side yard easements shall be Lots 24, 25, 56, and 58.

**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 area.

**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, and landscaping, 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 and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind including wall fence 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 lot line of each lot, and except for the security wall as originally constructed by the Declarant which may exist upon Lots 1 through 8, 58 through 78, and Lot 24. 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 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.

(c) Easements for the installation and maintenance of security wall fencing are hereby reserved over the rear five (5) feet of Lots 1 through 8, and 58 through 78; and five (5) feet over the southern side of Lots 24 and 58; and five feet over the northern side of Lot 1.

Section 5. 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 VII. 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, 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 for the security wall fencing as originally constructed by the declarant on Lots 1 through 8, 24, and 58 through 78; and also except for the front yard picket fence originally installed by the Declarant. 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.

Section 10. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the Declarant, after the original development thereof by the Declarant.



**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 Declarant 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 Declarant reserves 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 Villages of Sumter VILLA VALDEZ and 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. 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<sup>d</sup> 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.

Section 18. No unauthorized person may enter onto any wildlife preserve set forth within the areas designated as such in the Development Order entered in connection with Orange Blossom Gardens West Development of Regional Impact, or as it may be amended from time to time.

Section 19. It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District (District). 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, and upland conservation areas described in the approved permit and recorded plat of the subdivision unless prior written approval is received from the District pursuant to Chapter 40D-4.

**ARTICLE VIII. OWNER'S OBLIGATIONS OF MAINTENANCE AND REPAIR**

Section 1. Subject to Article IX, 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 lot owner shall be responsible for maintaining his driveway. Each Owner shall be responsible for maintaining the interior portion of all wall fencing abutting the Owners property, except

to maintain uniformity in the appearance of that portion of the interior wall fence facing Edwardo Place, the Association shall also maintain the fence wall running along the side lot lines of Lots 24 and 58.

Section 2. All wall fencing must be maintained uniformly. The party responsible for maintenance must contact the Declarant or the Architectural Control Committee for paint specifications.

Section 3. Each owner shall keep his lot neat and clean and the grass cut and edged at all times and shall also maintain the unpaved area between an adjacent roadway and the owner's front and side lot lines.

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 Declarant, or its designee and the cost shall be charged to the owner.

#### ARTICLE IX. 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 Article XI.

#### ARTICLE X. 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 XI. ARCHITECTURAL CONTROL

Section 1. Alterations, additions, and Improvements of Residences. No owner, other than Declarant or its transferees, shall make any structural alteration, or shall undertake any exterior repainting or 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 therefor by the architectural committee appointed by the Declarant. 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.

#### ARTICLE XII. GENERAL PROVISIONS

Section 1. Enforcement. Declarant, 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, 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. Invalidity 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.

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 12<sup>th</sup> day of January, 1995.

Signed Sealed and Delivered  
in the presence of:

Renec B. Dix  
Name: Renec B. Dix

Stephanie R. Vaughn  
Name: Stephanie R. Vaughn

THE VILLAGES OF  
LAKE-SUMTER, INC.

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

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 12<sup>th</sup> day of January 1995.

Rebecca J. Altman  
NOTARY PUBLIC  
Name: Rebecca J. Altman  
My Commission Expires: 12-10-98

Prepared by:  
Steven M. Roy, of  
McLin, Burnsed, Morrison,  
Johnson & Robuck, P.A.  
P. O. Box 491357, Leesburg,  
FL 34749-1357

CC # 425143  
Serial/Commission Number  
Personally Known / or Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

steve/obh/villa valdez

